

**Request for Proposal (RFP)
for
Procurement of IT Operations Management
Solution**

**(REF No: IDBI-Bank/ITD/VMG/RFP/21-22/14:
September 24, 2021)**

IDBI Bank Limited,
IDBI Building, Plot No: 39-41,
Sector 11, CBD Belapur,
Navi Mumbai - 400614.
Tel. No. 022 – 6740 1738



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Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

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Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

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INVITATION TO BID

In order to fulfill the requirement of IT Operations Management Solution, IDBI Bank Limited, (hereinafter referred to as IDBI Bank / the Bank) Head Office, IDBI Towers World Trade Center Complex, Cuffe Parade, Mumbai 400 005 proposes to invite Request for Proposal (RFP) tenders from established organizations (hereinafter referred to as "Bidder") who are capable and willing to undertake to provide the Solution of IT Operations Management as required by the IDBI BANK within the given timeline in an efficient manner and as per details listed out in this document.

The RFP document will be available at Bank's website, which could be accessed through URL address www.idbibank.in

The RFP bid document should be submitted to the office of:

Shri Jerapula Hemla
IDBI Bank Limited,
IDBI Building, Plot No: 39-41,
Sector 11, CBD Belapur,
Navi Mumbai – 400 614.
Tel. No. 022 –6740 1738
Email: Jerapula.hemla@idbi.co.in

- Please note that all the information desired needs to be provided. Incomplete information may lead to non-consideration of the proposal.
- All Bids must be accompanied by Earnest Money Deposit and to be paid separately as specified in the Bid document.
- Bank reserves the right to change/modify the dates/terms & conditions mentioned in this RFP document as per its requirement, which will be communicated to the bidders.

The information provided by the bidders in response to this RFP document will become the property of IDBI Bank Limited and will not be returned. Bank reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them

DISCLAIMERS

This RFP document has been prepared solely for the purpose of enabling IDBI Bank to procure the IT Operations Management Solution and appoint a vendor to implement and maintain the same.

The information contained in this RFP document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form/email by or on behalf of IDBI BANK LIMITED, (“IDBI Bank/ the Bank”) is provided to the Bidder subject to the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and it is only an invitation by the Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Such change will be intimated or made accessible to all Bidders on the official website of IDBI Bank. Any information contained in this document will be superseded by any later written information on the same subject made available / accessible to all recipients by IDBI Bank. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.

The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

IDBI Bank reserves the right to reject any or all the responses to RFPs / Bids received in response to this RFP at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of IDBI Bank shall be final, conclusive and binding on all the parties directly or indirectly connected with the bidding process.

Bids not satisfying the procedure prescribed in the tender document will be treated as invalid and rejected summarily.

It may be noted that notice regarding corrigenda, addendums, amendments, time-extensions, clarifications, response to bidders' queries etc., if any to RFP, will not be published through any advertisement in newspapers or any other media. Prospective bidders shall regularly visit Bank's website, www.idbibank.in for any changes / development in relation to this RFP.

SCHEDULE OF EVENTS

Sr. No	Particulars	Time / Date / Other Details
1.	RFP Reference	IDBI-Bank/ITD/VMG/RFP/21-22/14
2.	Date of commencement of Bidding process (Issue of RFP)	September 24, 2021
3.	Last date and time for receipt of written queries/e-mail for clarification from Bidders	October 01, 2021 up to 18:00 hours
4.	Pre-Bid meeting Date & Time.	<p>October 05, 2021 at 15:00 hours</p> <p>Bidders have to register themselves by sending following details at mail ID's mentioned below. Only two representatives from each bidder will be allowed to participate.</p> <p>Company Name: OEM: Representative Name: Designation: Email ID: Contact:</p>
5.	Last Date & Time for Bid submission.	October 14 , 2021 up to 16:00 hours
6.	Date and Time for opening of Technical Bid	<p>October 14 , 2021 at 16:30 hours</p> <p>In compliance with the recent direction by GOI and also internal circulars in the light of recent outbreak of COVID-19 Pandemic, only one representative of the bidder will be permitted to attend the Bid-Opening Meeting. However, Bids will be opened even in the absence of any or all of the Bidder's representatives.</p>
7.	Schedule for Online Reverse Auction(ORA)	Date & Time will be intimated to the shortlisted bidders
8.	Place of opening of Bids / Pre – bid meeting / Communication	<p>IDBI Bank Limited, IDBI Building, Plot No: 39-41, Sector 11, CBD Belapur, Navi Mumbai - 400614.</p> <p>General Queries: Shri Jerapula Hemla Tel. No. 022-6740 1738 Email: jerapula.hemla@idbi.co.in</p> <p>Technical Queries: Shri Viral Kotak Tel No: 022- 6868 5270 Email: viral.kotak@idbi.co.in</p>
9.	Bid Fee	Non Refundable fee of Rs. 10,000/-[Rupees Ten Thousand Only + GST (Currently 18% GST)]
10.	Earnest Money Deposit	Rs. 10,00,000/- [Rupees Ten Lakh only]. To be deposited separately.
11.	Submission of EMD	Bid Fee & EMD must be deposited by the Bidder through electronic mode (NEFT) to IDBI Bank's Current

Signature of Bidder Representative
 Duly authorized to sign
 for and on behalf of the company.

		<p>Account No. - 18337000010052, IFSC Code – IBKL0000183 at its branch situated at Belapur, Mumbai 400614. Bid not accompanied with Receipt on submission of Bid Fee & EMD will not be considered.</p> <p>Note: Bid fee and EMD amount to be deposited separately.</p>
12.	Security Deposit/PBG	<p>Successful tenderer/s will have to give two Security Deposit of 3% of the contract value in the form of Performance Bank Guarantee (PBG) Issued by a scheduled commercial bank (other than IDBI Bank Ltd):</p> <ul style="list-style-type: none">• 1st PBG to be submitted within 15 days of PO issuance. The value of 1st PBG should be 3% of contract value (Excluding AMC cost and cost of resource for support) with period so as to cover 12 months validity period+ 12 Months claim period from the date of issuance of PBG.• 2nd PBG to be submitted one month before expiry of validity period of 1st PBG. The value of 2nd PBG should be 3% of Annual Cost of the AMC and cost of resources for support with validity period of 24 months+ 12 Months claim period. The earlier PBG will be released only on receipt of fresh PBG.• The PBG to be issued by a scheduled commercial bank (other than IDBI Bank Ltd)

1. This Bid document is the property of the Bank & is not transferable.
2. This bid document has **107** pages.
3. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the immediate next working day at the same time specified above and at the same venue unless communicated otherwise.
4. No queries will be entertained after the date and time mentioned in this schedule, therefore.

SECTION 1

A. INTRODUCTION

1. OVERVIEW

1.1. IDBI Bank Ltd (“IDBI Bank” / “IDBI”/ “the Bank”) is a company incorporated and registered under Companies Act, 1956 (1 of 1956) and a company under section 2 (20) of Companies Act 2013 (18 of 2013) and Banking company under section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) with CIN No.L65190MH2004GOI148838. The Bank is also a scheduled bank as notified by the Reserve Bank of India (RBI) under the Reserve Bank of India Act, 1934. The Bank is engaged in providing finance and conducting banking business.

2. OBJECTIVE

2.1. The objective of this RFP is to invite Bids from vendors to Procure IT Operations Management Solution that cover areas such as IT Asset Management (ITAM), IT Service Management (ITSM) solutions along with implementation, monitoring and support etc.

3. ELIGIBILITY CRITERIA

All eligibility requirements mentioned in **Section 4 (Annexure-2)** should be complied by the Bidders as applicable and relevant supporting documents should be submitted for the fulfillment of eligibility criteria failing which the Bids may be summarily rejected.

Non-compliance of any of the criteria can entail rejection of the Bid. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria and as and when the Bank decides, originals / certified copies should be shown for verification purpose. The Bank reserves the right to verify / evaluate the claims made by the Bidder independently. Any deliberate misrepresentation will entail rejection of the offer ab-initio.

B. RFP BIDDING DOCUMENTS

1. COST OF BIDDING

- 1.1. The cost of RFP / Bid document as mentioned in the **Scheduled of Events**.
- 1.2. The cost mentioned above should be paid through NEFT as mentioned in the Schedule of Events and copy of NEFT receipt/UTR Number to be submitted along with Bid Document. Bids received without the cost shall be summarily rejected. The cost is non-refundable.
- 1.3. Bids received without the Cost shall be summarily rejected. The Cost is non-refundable.
- 1.4. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

2. DOCUMENTS CONSTITUTING THE RFP

- 2.1. This RFP provides overview of the requirements, bidding procedures and Contract terms. It includes Invitation to Bid, Disclaimers, Instructions for Bidders (**Section - 1**), Terms & Conditions of Contract (**Section - 2**), Legal terms (**Section-3**) and various annexures (**Section - 4**). The Bidder must conduct its own investigation and analysis regarding any information contained in this RFP document, its meaning and impact of that information.
- 2.2. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the Bid Document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP document with full understanding of its implications. Each Bidder should, at its own costs without any right to claim reimbursement, conduct its own investigations, analysis and should check the accuracy, reliability and completeness of the information in this RFP document and wherever felt necessary obtain independent advice. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP document. Failure to furnish all information required by this RFP document or submission of a Bid not responsive to this RFP document in each and every respect shall be at the Bidder's own risk and may result in rejection of the Bid and for which the Bank shall not be held responsible. Any decision taken by IDBI Bank as to completeness of the Bid and/or rejection of any / all Bid(s) shall be final, conclusive and binding upon the Bidder(s) and shall not be question / challenged by the Bidder(s).

3. CLARIFICATION IN BID DOCUMENT

- 3.1. Any prospective Bidder requiring clarification of the Bid Document may notify Bank in format indicated at **Annexure-15**. The Bank will respond to any request for clarification of the Bid Document received not later than the dates prescribed in schedule of events. The Bank's response (including an explanation of the query but without identifying the source of inquiry) will be posted on the Bank's website or / and through an email.

C. PREPARATION & SUBMISSION OF RFP

1. LANGUAGE OF RFP

1.1. The RFP document responses (Bid) prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be in English.

2. GENERAL INSTRUCTIONS

2.1. Before bidding, the Bidders are requested to carefully examine the Bid Documents and the terms and conditions of the Contract thereof, and if there appears to be any ambiguity, gap(s) and/or discrepancy between any of the Bid Documents they should forthwith refer the matter to Bank for necessary clarifications and / or confirmation.

2.2. The Bidder shall complete in all respects, form(s) annexed to the Bid Documents, quote the prices, furnish the information called for therein, and sign and date each of the documents in the relevant space provided therein for the purpose. The Bidder shall sign each page of the Bid Documents, Bank's response to Pre-bid queries and Corrigendum's, if any.

2.3. The Bid shall be properly signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the Bid shall be signed by the duly authorized officers and supported by requisite internal corporate authorizations. The Bid submitted in case of a consortium shall be rejected without assigning any reason thereof.

2.4. The Bid shall contain the full name, address, telephone no.(mobile no and landline), and E-mail ID, if any, of Bidder for facilitating communications including notices to be given to the Bidder in connection with the Bid transaction and also to enable the Bids to be returned unopened in case it is declared "Late". No indications pertaining to price, financial or commercial terms are to be made on the envelopes.

2.5. The Bid should be a complete document and should be bound as a volume. The RFP document should be printed on both sides with page numbers and with separation for chapters appropriately flagged and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Bid. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

2.6. The bid response, duly addressed to Deputy General Manager, IT Department, IDBI Bank must be accompanied by cost of Bid Document and EMD as specified and must be submitted in person to the IDBI Bank representative on or before the due date and at the address specified in the Document Control Sheet. The bid document should be handed over personally at the reception (as per address mentioned in the document control sheet) on or before the scheduled date & time. The bids received through courier/post/speed post will be accepted, only if the same is delivered through courier/post/speed post at the address specified in the Schedule of Event as per scheduled date and time. The Bidder should communicate to the concerned authorities specified in the Schedule of Event, well in advance, through official e-mail, regarding submission of bid through courier/post/speed post, if any, and should submit a clear scanned copy of the Proof of Delivery (POD) along with acknowledgement and the Bank Seal and Stamp clearly indicating the date and time of delivery of such bid document to the Bank authorities.

2.7. The Bid forms and the documents attached to it shall not be detached or removed one from the other and no alteration(s) or mutilation(s) (other than filling in all the blank spaces) shall be made in any of the Bid Documents attached thereto. Any alterations or changes to the entries in the attached documents shall be requested by a separate covering letter, in the absence of which it shall be rejected. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidder.

2.8. The Bidder shall bear all costs for the preparation and submission of the Bid Documents. The Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

- 2.9. The Bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and strictly confidential.
- 2.10. The Bank reserves the right to adjust arithmetical or other errors in the bid, in the manner in which the Bank considers appropriate or deems fit. Any adjustments so made by the Bank shall be stated to the Bidder, if Bank makes an offer to accept his bid. The final decision as to any error manifest or otherwise shall be at the sole discretion of the Bank and shall be final, conclusive and binding on the Bidder.
- 2.11. The Bidder is expected to examine and follow all instructions, forms, terms & conditions, and scope of work in the Bid Document. Failure to furnish complete information in all respects required by the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid by the Bank. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidder.
- 2.12. The Bidder shall prepare the Bid based on details provided in the Bid documents. It must be clearly understood that the quantities and specifications are intended to give the Bidder an idea about the order, type, scale and magnitude of the work and are not in any way exhaustive and guaranteed by Bank.
- 2.13. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder and fill the blanks wherever required, in which case such corrections shall be initialed by the authorized person or persons signing the Bid.
- 2.14. The Bank reserves the sole right to itself for including any addendum to this entire bid process. The Bidders shall not claim as a right for requiring Bank to do the aforesaid.
- 2.15. **The technical bid document to be submitted in Box file or spiral binding with proper indexing. If the same is not followed then Bank may reject the bid.**
- 2.16. The Technical Bid shall contain no financial / commercial details. Proposals with Technical Bid containing prices shall be rejected outright. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
- 2.17. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded to successful Bidder(s).
- 2.18. **The Bidder shall not make any request for modifications/amendments in the prescribed formats of legal documents, whether annexed in the RFP documents or not.**
- 2.19. Any effort by a Bidder to influence the Bank's Bid evaluation, Bid comparison or Contract award decisions may result in the rejection of the Bid.
- 2.20. The Bid Documents may be downloaded from our website www.idbibank.in and submitted at the address mentioned in the Schedule of Events.

3. BID FORM:

- 3.1. **ENVELOPE-I (Technical Bid):** The Technical Bid super-scribed as “**Technical Bid for RFP for Procurement of IT Operations Management Solution**” should be sealed and complete in all respects and contain all information asked for, except prices. The documents mentioned in the **Annexure-22** inter-alia have to be submitted by Bidders in the Technical Bid.
- 3.2. **ENVELOPE-II (Indicative Commercial Bid):** The Indicative Commercial Bid super-scribed as “**Indicative Commercial Bid for RFP for procurement of IT Operations Management Solution** ” should be sealed and submitted in the specified format provided in the RFP / and should not contradict the Technical Bid in any manner. The prices quoted in the Indicative Commercial Bid should be without any conditions.
- 3.3. **Both the envelopes must be put together in a single cover / envelope super-scribed with the following information:**

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

- REF No: IDBI-Bank/ITD/VMG/RFP/21-22/14 : September 24, 2021
- Last date of submission: October 14, 2021 16:00 hours.
- Name of Bidder
- Name of the Authorized Person along with contact details bidding entity

3.4. If the outer cover of the Bid is not sealed or marked appropriately, the Bank will assume no responsibility for the bid's misplacement or premature opening. The deficiency in documentation may result in the rejection of the Bid. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

3.5. Bidder Qualification

- 3.5.1. The "Bidder" as used in the Bid Documents shall mean the one who has signed the Bid Form. The Bidder may be either the Principal Officer or his duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Authorized Representative and the Principal Officer.
- 3.5.2. It is further clarified that the individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as Constituted Attorney of the firm / company.
- 3.5.3. The Bidder shall sign the bid with the exact name of the firm / Company to whom the Contract is to be issued. The Bid shall be duly signed and sealed by an executive officer of the Bidder's organization. Each bid shall be signed by a duly authorized officer.
- 3.5.4. The Bidder shall clearly indicate their legal constitution and the person signing the Bid shall state his capacity and also source of his ability to bind the Bidder.
- 3.5.5. The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the Bid. Bank may reject outright any Bid not supported by adequate proof of the signatory's authority.

4. DEADLINE FOR SUBMISSION OF RFP

- 4.1. Bids must be received by the Bank at the address specified, no later than the date & time specified in the "Schedule of Events" in Invitation to Bid.
- 4.2. In the event of the specified date for submission of bids being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.
- 4.3. The Bank may, at its discretion, extend the deadline for submission of bids by amending the bid documents, in which case, all rights and obligations of the Bank and bidders previously subject to the deadline will thereafter be subject to the extended deadline.
- 4.4. Any Bid received after the deadline for submission of Bids prescribed will be rejected and returned unopened to the Bidder.

5. MODIFICATION AND WITHDRAWAL OF BIDS

- 5.1. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.
- 5.2. No Bid may be modified after the deadline for submission of Bids.
- 5.3. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its EMD.

6. PERIOD OF VALIDITY OF INDICATIVE BID PRICE

- 6.1. Indicative Bids should be valid for **90 (Ninety)** days from the last date for submission. A Bid valid for a shorter period may be rejected by Bank as non-responsive. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
- 6.2. The Bank may, at its discretion, solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or email. However any extension of validity of bids will not entitle the Bidder to revise/ modify the bid document. The EMD provided shall also be suitably extended. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
- 6.3. The Bank reserves the right to call for fresh quotes any time during the validity period, if considered necessary.

7. EARNEST MONEY DEPOSIT (EMD)

- 7.1. The Bidder shall furnish, as part of its Bid, an EMD as mentioned in the **Schedule of Events**.
- 7.2. The EMD is required to protect the Bank against the risk of Bidder's conduct, which would warrant the EMD's forfeiture. EMD may be forfeited in the event of withdrawal of bid during the period of bid validity or if Successful bidder fails to sign the Contract in accordance with the terms & conditions and other requirements specified in RFP or any act of Bidder not in line with Contract obligations.
- 7.3. If EMD is forfeited for any reason, the concerned Bidder will be debarred from further participation in future RFPs floated by the Bank as per sole discretion of the Bank.
- 7.4. The EMD shall be deposited through NEFT denominated in Indian Rupees.
- 7.5. Any bid not accompanied with the requisite EMD shall be treated as nonresponsive and is liable to be rejected.
- 7.6. No interest is payable on the amount of EMD.
- 7.7. The EMD of the unsuccessful Bidders shall be returned after notification of award but not later than 30 (thirty) days after the conclusion of the Contract.
- 7.8. The successful Bidder's EMD will be discharged upon the Bidder signing the Contract and submitting a Security Deposit in the form of 1st PBG as detailed under the section "Performance Security Deposit (PSD)/Performance Bank Guarantee(PBG)"
- 7.9. All the Bidders are required to submit the EMD refund request in the format as per **Annexure- 13** given in the RFP document.
- 7.10. Micro & Small Enterprises (MSEs) registered under the SPRS (Single Point Registration Scheme) of National Small Industrial Corporation (NSIC) or equivalent and having single point registration are exempt for payment of EMD to the extent of monetary limit stated in the registration certificate. The Bidder should submit the valid certified copy of NSIC or equivalent registration certificate/ renewal certification. Photocopy of application towards registration / renewal is not acceptable.

8. PERFORMANCE SECURITY DEPOSIT (PSD)/PERFORMANCE BANK GUARANTEE (PBG)

- 8.1. In addition to the EMD mentioned in this RFP document, the Bank has decided to obtain Security Deposit details as mentioned in the **Schedule of Events**.
- 8.2. The Performance Bank Guarantee (PBG) with the Bank shall be returned only after the successful completion of the period of Contract & in case of any loss to the Bank due to non-compliance of the terms & condition as agreed between the parties; the PBG shall be liable to be forfeited straight away.
- 8.3. Successful Bidder is required to submit **two** Performance Bank Guarantees (PBG), in the manner and form as provided in the RFP.

- 8.4. 1st PBG to be submitted within 15 days of PO issuance. The value of 1st PBG should be 3% of contract value (Excluding AMC cost and cost of resource for support) with period so as to cover 12 months warranty validity period + 12 Months claim period from the date of issuance of PBG.
- 8.5. 2nd PBG to be submitted one month before expiry of warranty validity period of 1st PBG. The value of 2nd PBG should be 3% of Annual Cost of the ATS and cost of resources for support with validity period so as to cover 24 months ATS period + 12 Months claim period from the date of issuance of PBG. The earlier PBG will be released only on receipt of fresh PBG.
- 8.6. The PBG to be issued by a scheduled commercial bank (other than IDBI Bank Ltd)
- 8.7. The proceeds of the PBG shall be payable to the Bank as compensation for any loss or damage resulting from the Bidder's failure to complete its obligations under and in accordance with the Contract.
- 8.8. Penalties, if any will be recovered from the PBG. In case PBG amount decreases from the initial deposit level due to penal deductions, etc., it shall be made up / replenished back to the initial amount deposited within 7 days of such penal deductions, etc. being affected.
- 8.9. Failure of the Successful Bidder to comply with the requirement of the performance Bank guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event Bank may award the Contract to the next best evaluated Bidder or call for new Bids. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
- 8.10. The incidental expenses of execution of the Contract as well as the conditions stipulated in the contract shall be strictly adhered to and any breach / violation thereof shall entail termination of the Contract without prejudice to the other right of IDBI Bank including but not limited to the right to levy / impose and recover penalties as specified in this RFP or Contract.

D. OPENING AND EVALUATION OF RFP

All the Bids will be opened at the date, time & locations mentioned under the clause in the “Schedule of Events” in Invitation to Bid. The Bids will be opened in the presence of representatives of the Bidders who choose to attend.

1. PRELIMINARY CHECK

1.1. The RFP document will not be construed as any Contract or arrangement which may result from the issue of this RFP document or any investigation or review carried out by any Bidder. The Bidder acknowledges by submitting their response to this RFP document that it has not relied on any information, representation, or warranty given in this RFP document.

1.2. The Bank will examine the Bids to determine whether they are complete, whether any computational/arithmetical errors have been made, whether required Bid Security has been furnished, whether the Bid Documents have been properly signed, and whether the Bids are generally in order.

1.3. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, the Bid will be rejected. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder. If there is a discrepancy between words and figures, the amount in words will prevail.

1.4. A Bid determined as not substantially responsive will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidder.

1.5. The Bank may waive any minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

1.6. The Bank reserves the right to accept or reject in full any or all the Bids without assigning any reason whatsoever and without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Bank’s action Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder and shall not be questioned / challenged by the Bidder.

1.7. The Bank reserves the right to re-issue / re-commence / cancel the entire Bid process in case of any anomaly, irregularity or discrepancy or for any other reasons or otherwise without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Bank’s action. The Bank shall not be bound to give any reasons or explain the rationale for its actions / decisions to annul or abandon or cancel the bid process. Bank further reserves the right to re-issue /re-commence the Bid or circulate new RFP altogether on the subject matter or any activity or part thereof concerning thereto. Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidder and shall not be questioned / challenged by the Bidder.

1.8. During evaluation and comparison of bids, the Bank may, at its discretion ask the Bidders for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the Bidder shall be entertained.

1.9. Any effort on the part of Bidder to influence bid evaluation process or award of Contract may result in the rejection of the bid.

2. BID EVALUATION CRITERIA

- 2.1. To meet Bank's requirements, as spelt out in this Bid Document, the selected Bidder must have the requisite experience and expertise in providing services in the field of information and communication technology, the technical know-how, and the financial ability that would be required to successfully set-up the required infrastructure and provide the services sought by Bank.
- 2.2. The Bidder shall submit their offers strictly in accordance with the terms and conditions of the Bid Document. Any Bid, which stipulates conditions contrary to the terms and conditions given in the Bid Document, is liable for rejection. Any decision of IDBI Bank Ltd in this regard shall be final, conclusive and binding on the Vendor.
- 2.3. The Indicative Commercial Bid will be opened only for those Bidders whose Technical Bid is cleared, accepted and technically qualified in the evaluation. The Bidders are not invited for opening of Indicative bid. The Indicative cost will be used as a reference cost for scheduling ORA.
- 2.4. Bank reserves the right to modify / amend the evaluation process at any time during the Bid process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. At any time during the process of Bid evaluation, Bank may seek specific clarifications from any or all Bidders.

3. TECHNICAL BID EVALUATION

- 3.1. A screening committee constituted by IDBI Bank for the purpose of selection of the Successful Bidder, would evaluate Bids.
- 3.2. Bidders who qualified in Eligibility criteria will be taken up for further evaluation process of technical evaluation criteria. Bidders who qualified in General Eligibility & technical evaluation criteria will be taken up for Indicative commercial bid evaluation.
- 3.3. The bidders who did not qualify in eligibility criteria or technical evaluation criteria will not be taken for further evaluation process. Any critical non-compliance/deviations may lead to disqualification of the Bidder.
- 3.4. The Technical Bid should necessarily contain all Technical details and other terms and condition of RFP document. Bidder's proposal should conform to the format and chronology of the contents of the technical bid as listed out **Annexure – 22** of the RFP document. Proposals not conforming to the specifications may be rejected summarily. Any incomplete or ambiguous terms/conditions will disqualify the offer.
- 3.5. Bidder has to make a detailed presentation of the proposed solution.
- 3.6. The Technical Bid / Scope of the Work submitted by the Bidder will be evaluated based on the terms and conditions of the RFP document. Detailed technical evaluation will include scrutiny of company profile, technical information of proposed Hardware / Software / service solution, system demonstration of proposed solution, reference calls and site visits. The Bidder will demonstrate/substantiate all or a few of the claims made in the Technical Bid to the satisfaction of the IDBI Bank, the capability of the Hardware/Service Solution/Software to support all the required applications of the Bank.
- 3.7. IDBI Bank's decision in respect to evaluation methodology will be final and binding and no claims whatsoever in this respect will be entertained.
- 3.8. The technical scoring will be carried out as per below table. The bidder needs to score minimum 65 marks to technically qualify for further process. Only those bidders who achieve the specified cut - off scores and meeting all the mandatory parameter of technical requirements would be short-listed for Stage 3 – Indicative Commercial Bid Evaluation and ORA.
- 3.9. The Mandatory parameters of technical requirements are a must while the desirable parameters will be used for scoring.

S.N	Criteria	Total Marks	Marks Scored
1	Bidder/OEM previous Experience as calculated in Clause 3.9.1	32	
2	Functional & Technical Requirements in Section-4 Annexure - 17 (Technical Compliance Sheet- Desirable Points) (refer clause 3.9.2)	50*	
3	Demonstration/ Solution evolution clause 3.9.3	18	
	Total Score	100	

*The marks scored shall be evaluated on a scale of 50.

3.9.1. Bidder/OEM Previous Experience evaluation process: The bidder should provide details of previous experience in implementing the proposed tool for IT Operations Management solution. The bidder/OEM past experience shall be evaluated as below:

S.N	Criteria		Evaluation Parameters*	Max Marks	Marks Scored
1	Number of implementation of proposed tool for IT Asset Management (ITAM)	Bidder	4 Mark for each implementation in Banking sector and 2 marks for each implementation in BFSI sectors (non Banking).	8	
		OEM	4 Mark for each implementation in Banking sector and 2 marks for each implementation in BFSI sectors (non Banking).	8	
2	Number of implementation of proposed tool for IT Service Management (ITSM).	Bidder	4 Mark for each implementation in Banking sector and 2 marks for each implementation in BFSI sectors (non Banking).	8	
		OEM	4 Mark for each implementation in Banking sector and 2 marks for each implementation in BFSI sectors (non Banking).	8	
Total Marks (Maximum)				32	

As a supporting document for their claims of implementation, the bidders are required to submit document that among other things contains scope of work, number of resources deployed in the project, project start date, end date, duration, Go-Live acceptance by client etc. The document submitted may be one OR combination of copies of PO, work order, letter on client letter head, invoice, duly signed by authorized signatory.

3.9.2. Functional and Technical Requirement (50 marks)

The bidder has to submit the compliance sheet as provided in Section-4, Annexure - 17 (Technical Compliance Sheet) and it will be evaluated in the weighted/scale of 50. Bidder's to provide the response to the technical requirements. The Mandatory parameters of technical requirements are a must while the desirable parameters will be used for scoring. However the Bank reserves the right to change these scores / compliance confirmations given by the bidder, in case of any specific contradictory observations during the verification exercise.

3.9.3. Demonstration/ Solution evaluation clause (18 Marks)

- The Bidder has to submit the detail document mentioning all tools for the proposed solution.

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

- The Bidder has to provide documentary evidence as well as reference site, if any, for the proposed solution.
- Bank may at its discretion seek confirmation directly from any one or such clients and it shall be the responsibility of the bidder to ensure that such enquires are replied within the timeframe stipulated.
- As a Part of this Evaluation, the Bank will notify the bidders to demonstrate a working setup of the proposed solution. This set up may be at the bidder's client location or bidders own setup.

4. INDICATIVE COMMERCIAL BID EVALUATION

- 4.1. Indicative commercial bid of only technically qualified Bidders will be opened and evaluated by the Bank.
- 4.2. The evaluation of the Indicative Commercial Bids/Offeres will be done on the total cost of ownership as mentioned in Indicative Commercial Bid. The Indicative Commercial Bids should strictly conform to the formats to enable evaluation of Bids and special care may be taken while preparing the same. The bids having any hidden costs or conditional costs will be liable for straight rejection.

5. ONLINE REVERSE AUCTION (ORA)

- 5.1. In this phase, the technically qualified bidders with valid Indicative commercial Bid will qualify to participate in ORA. The date and time along with the Auction rules would be provided to the shortlisted Bidders separately.
- 5.2. The Bidder is expected to submit indicative commercial proposal for procurement of IT Operations Management Solution.
- 5.3. The Bidder participating in ORA must compulsorily have a Class 2 digital certificate to participate in the ORA.
- 5.4. After ORA, if there is a large variance from lowest indicative commercial quote or Bank's estimated price, Bank reserves the right to call the successful bidder for a price negotiation.
- 5.5. Successful Bidder (L1) will be arrived at through an Online Reverse Auction (ORA).
- 5.6. Bank shall however not bind itself to accept the lowest Bid or any Bid and reserves the right to accept any Bid, wholly or in part.
- 5.7. On conclusion of ORA, the Successful Bidder (L1) shall submit to the Bank the price breakup for the ORA amount in the format as provided by the Bank. If the price breakup is not submitted to the Bank within 3 (three) days from the date of the ORA, the Bank reserve the right to reject the L1 Bidder's Bid and make procurement from L2 or L3 Bidder and so on who matches price with L1 Bidder.
- 5.8. In case the L1 bidder does not provide a IT Operations Management Solution as required under Scope of Work and Service Level Expectation within the stipulated time frame or L1 bidder is providing unsatisfactory support/service during the Service Period, then the Bank can approach L2 Bidder and ask them to match the price with the L1 bidder. In case the L2 bidder agrees to match the price with the L1 bidder, then the contract will be awarded to L2 bidder. If the L2 bidder does not match the L1 price, the option will be given to L3 and L4 bidders and so on. In such case, payments made to L1 vendor, if any, would be recovered from Bank Guarantee.

6. BANKS' RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- 6.1. The Bank reserves the right to accept / reject any bid and to annul the Bid process at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to

inform the affected Bidder or Bidders of the grounds for Bank's action. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidder.

7. ACCEPTANCE OF BID

7.1. Prior to the expiration of the period of Bid validity, the Bank will notify the Successful Bidder in writing, that its bid has been accepted.

8. SIGNING OF CONTRACT

8.1. After the Bank notifies the Successful Bidder that its bid has been accepted; the Bidder should sign the Contract form and complete the execution of all other documents.

8.2. The signing of Contract form should be accompanied by the submission of Performance Bank Guarantee, Non- Disclosure Form, Pre-Contract Integrity Pact, Deed of Indemnity / warranty and other applicable documents as specified in the RFP document without any modification to the standard draft prescribed, either in the language or format.

8.3. The Contract form and all other documents would be signed at Mumbai within 15 days of notification of award of Contract.

8.4. **Payment of stamp duty would be as per applicable laws in the State of Maharashtra and would be paid in Maharashtra only. No other state stamp duty will be accepted.**

8.5. The Bidder shall bear all costs and expenses for the execution, stamp duty and submission of the Contract and agreements. The Bank shall not be responsible or liable for reimbursing / compensating these costs and expenses.

8.6. The incidental expenses of execution of the Contract form as well as the conditions stipulated in the Contract shall be strictly adhered to and any breach / violation thereof shall entail termination of the Contract without prejudice to the other right of IDBI Bank including but not limited to the right to levy / impose and recover penalties as specified in this RFP document or Contract.

SECTION 2

1. PAYMENT TERMS

Payment for the supply of required Software, Design, Installation and Implementation of IT Operations Management Solution is as follows:

Sr. No	Description	Milestone based Payment
1	Post delivery, Installation & configuration of the solution.	20% of Total Cost of Solution Installation, Configuration, Implementation, warranty & support as per Commercial bid (A+B+C)
2	Post UAT signoff from Bank team & after Implementation and Go-Live of the solution at DC/DR/NDR site with high availability and redundancy with all the enabled features including integration with the existing solution / devices / applications.	40% of Total Cost of Solution, Installation, Implementation and Go-Live, warranty & support as per Commercial bid (A+B+C)
3	After successful handover of all deliverable within the scope of this RFP including Training, Documents, Policies, Processes & Procedures, execution of legal documents & submission of PBG as per RFP terms & acceptance of all the deliverables by the Bank.	30% of Total Cost of Solution Installation, Implementation, warranty & support as per Commercial bid (A+B+C)
4	After 6 months of Go-Live	10% of Total Cost of Solution Installation, Implementation, warranty & support as per Commercial bid (A+B+C)
5	Annual Technical Support (ATS)	Payment (D) with regard to ATS support (after completion of one year warranty period) will be paid quarterly in arrears.
6	Onsite Support	For Payment (F) Purpose, Onsite support would be considered from the date of go-live (acceptance date). Payment for Onsite support will be made quarterly in arrears after successful implementation of the solution.

All above mentioned payments will be made on submission of original invoice along with the required supporting documents.

- 1.1. All taxes, if any, applicable shall be deducted at source as per current rate while making any payment.
- 1.2. Payments will be withheld in case of Non-compliance of the terms and condition of RFP document.
- 1.3. The undisputed payment will be made after submission of necessary documents like delivery challan, Installation reports ,completion reports, etc. duly signed / sealed by authorized Bank Officials and road permit receipt (if any) etc.
- 1.4. The payment processing is done centrally at Mumbai. The Successful Bidder should submit all bills / invoices to the contact indicated in the Purchase Order. The payment will be released within 30 days from respective month end upon submission of all required documents to the satisfaction of the Bank.

- 1.5.** Payment processing will be initiated only after ensuring that the Bidder has submitted and executed all legal documents.
- 1.6.** Vendor has to submit the Performance Bank Guarantee (in the manner and form as provided in the RFP) for 3% of total Contract value upfront at the time of signing of the Contract. The Successful Bidder shall be required to submit fresh/renewed PBG along with extended claim period, in case tenure for the completion of the Contract is extended. On award of Annual Technical Support Contract (ATS), separate PBG of 3% of ATS cost will be required to submit.
- 1.7.** The payments will be withheld till the submission of extended performance Bank Guarantee, if any.
- 1.8.** All out of pocket expenses, travelling, boarding and lodging expenses for the entire Term of this RFP and subsequent agreement is included in the amounts quoted and the Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging.
- 1.9.** All the payments to the Successful Bidder shall be subject to the performance/ delivery of the Services to the satisfaction of IDBI Bank for this purpose.
- 1.10.** Penalties / liquidated damages, if any, shall be deducted from the invoice value.
- 1.11.** The Successful Bidder shall be solely liable for the payment of all the past, present and future central, state and local levies, duties, octroi, local body tax, fines, fees and penalties etc. (including without, excise duties and customs duties, if any) by whatever name called, as may become due and payable in relation to the Services.

Notwithstanding anything contained in this RFP/ the Contract or in any other document(s):-

- a) Under no circumstances IDBI Bank shall be liable to the Successful Bidder and/or its employees/personnel/representatives/agent etc. for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of the Contract;
- b) IDBI Bank shall not have any liability whatsoever in case of any third party claims, demands, suit, actions or other proceedings against the Successful Bidder or any other person engaged by the Successful Bidder in the course of performance of the Service.
- c) IDBI Bank reserves the rights to dispute/deduct payment/withhold payments/further payment due to the Successful Bidder under the Contract, if the Successful Bidder has not performed or rendered the Services in accordance with the provisions of the Contract which the IDBI Bank at its sole discretion adjudge.
- d) Successful Bidder shall permit IDBI Bank to hold or deduct the amount from invoices, for non-performance or part performance or failure to discharge obligations under the Contract.
- e) It is clarified that the any payments of the charges made to and received by authorised Successful Bidder personnel shall be considered as a full discharge of IDBI Bank's obligations for payment under the Agreement.

2. SCOPE OF WORK

2.1. Bank intends to procure the IT Operations Management solution along with, installation, implementation, maintenance, monitoring & management etc., which include modules like Asset Life Cycle Management, Inventory Management, Service Manager, Ticketing, Change & Release Management, Incident &

Problem Management, Configuration Management, and Orchestration to improve visibility, accountability and compliance.

- 2.2. The IT Operations Management Solution must be a single solution. Integration of different set of tools to fulfill the given requirement will not be considered.
- 2.3. All the services must be supported for a period of 3 years.
- 2.4. Bidder is responsible for the successful integration and interoperability of the proposed solution.
- 2.5. The proposed solution should not impact the existing operations or services of the bank.
- 2.6. At a minimum, the new solution should effectively and efficiently manage operations and security posture of the Bank by preparing for and responding to cyber risks/threats, facilitate business continuity and recovery from cyber-attacks / incidents.
- 2.7. The detail of existing IT Operation management Solution Stack is tabulated below-

Module	Tool with version	OEM
IT Asset Management for Asset Inventory, tracking, reconciliation etc.	Asset and Call Management system (ACMS)	Inhouse developed tool
	Virmati FAMS	Virmati
	Oracle Financials System – Fixed Assets Module	Oracle
IT Service Management	a) Asset and Call Management system (ACMS)	Inhouse developed tool
	b) Data Center CRF (Change Request Form)	
	c) Firewall CRF	
	d) Ismart Application (ISG Incident Management System - iSIMS) a user privilege access portal for availing rights such as Internet Access, Software Download/installation, whitelisting of sites and Incident Management etc.	
	e) ITSM for network	Everest IMS
Patch Management, Inventory & Lifecycle	Big fix 10.0.0.133	HCL
Vulnerability Management	Nessus Tenable.SC Solution	Tenable

- 2.8. The proposed solution shall be tightly integrated with all the existing tools / setup and new infrastructure /Assets of the Bank.The selected bidder shall implement and maintain this IT Solution for Bank’s IT Infrastructure for a period of 3 years (1 year Warranty + 2 year AMC).

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

- 2.9.** The solution shall include all components and subcomponents like software licenses / accessories and the bidder at no extra cost to the Bank.
- 2.10.** The proposed Solution should integrate with Banks Active Directory / LDAP to provide SSO capabilities & Role based access control capabilities.
- 2.11.** The proposed Solution should integrate with Bank's email system / SMS system to send relevant notification.
- 2.12.** The proposed Solution should integrate with Bank's platforms like Security Operation Centre (SOC), Preventive Identity Management (PIM), and Security Incident Event Management (SIEM) to meet security and compliance requirements as and when required.
- 2.13.** The solution or its agent shall not be a "point of failure" in the flow of network traffic and/or other IT infrastructure such that failure of one or more of the solution components should not affect IT infrastructure (i.e. Servers/IT Assets and/or Network).
- 2.14.** The solution or its agent should not create unnecessary network traffic.
- 2.15.** The Bank will provide required infrastructure. However, the bidder will share the sizing requirements of the infra / hardware/ server/ database etc for deployment of proposed framework along with the bid. Oracle Database/Windows OS/RHEL OS will be provided by the Bank, if other Database management program is being proposed by the bidder/OEM, then the cost of the DB License has to be proposed accordingly.
- 2.16.** Infra solution should be based on Virtual Machine. Licenses will be provided by the Bank.
- 2.17.** The Bank is following the standard infrastructure set-up. However, the selected bidder has to do hardware assessment for finalization of requirement.
- 2.18.** The proposed tools/ Softwares / Database can be open source or proprietary. However, in case of open source, it should be Enterprise based product offering backed by OEM. Community open source products should not be proposed.
- 2.19.** The Proposed solution should be free from any kind of vulnerabilities and as and when vulnerabilities are notified by the bank, regulators, Govt. of India or any other Govt agencies, it should be patched within prescribed time.
- 2.20.** The bidder shall do regular backup of the solution as per the defined Bank's backup policy.
- 2.21.** Solution should have built in reports and can generate custom reports such as Executive Report, Detection Life Cycle Report, and End Point Compliance Report, Top 10 reports for different categories and Health Reports etc.
- 2.22.** Solution should provide reports in HTML / CSV / Excel/ PDF and other required formats. All reports should be configured to generate auto or scheduled responses and send via SMTP on daily/monthly/yearly as per the bank requirement.
- 2.23.** Any future releases/ Version/ patches and/or upgrades of software need to be installed/re-installed/upgraded without any financial implications during Warranty and Annual Maintenance Contract (AMC) period.
- 2.24.** Bank is not having the Endpoints in the scope right now however; in future Bank may propose to add it. In view of that, same solution should be able to meet the new requirements. It should have the scale-out architecture.

2.25. All the software licenses proposed by the vendor should be Perpetual Licenses and not the subscription/term based licenses.

2.26. The bidder shall prepare the Standard Operating Procedures (SOPs) for proposed solution and related processes with periodical review as per industry practices, regulatory guidelines and requirements of the Bank. The drafted SOPs shall be submitted to the Bank for its review and Approval.

2.27. The bidder has to provide the training to IDBI or IDBI nominated team for managing and basic troubleshooting of the solution.

2.28. For implementation, vendor should provide resources onsite to complete the implementation on time. A project manager from OEM must be deputed onsite during implementation phase.

2.29. The expert team of the Original Equipment Manufacturers (OEM) shall be deputed on-site until complete installation, execution and sign-off of the project. The bidder/OEM shall ensure necessary engagement and deputation of skilled professionals for the smooth implementation up to sign off of the Project.

2.30. The bidders shall also provide the following documents, but not limited to, as part of the deliverables of the project.

- Original manuals of all proposed hardware/software/applications.
- High Level Design Document.Architecture Diagram of proposed & implemented solution as actual in the IDBI environment.
- Standard Operating Procedures for various activities such as administration, troubleshooting, regular health checkup, maintenance / cleanup activities etc.
- Installation & Technical Master Configuration Documents.
- Network & Security Design Documents (Will be approved by the Bank).
- Executive summary report for the project to the management fortnightly during implementation and Monthly post go-live till the end of contract period.Guidance for best practices, implementation guidelines.
- User acceptance test plan, if any.
- Training materials.
- Twice a year health check-up report by OEM.
- Post successful Implementation OEM validation report to be submitted and remediation plan if applicable.

3. SCOPE OF WORK FOR ONSITE ENGINEER

The Scope includes (but not limited to) the following:

3.1. Post go-live, on-site L1 or L2 support should be available during business hours on all working days of the Bank, for the contract period. Onsite resource should extend the support during non-business hours or non-working days on need basis, such as for any issue with the deployed solution or during planned activities etc. The on-call support must be available on 24x7x365 days basis.

3.2. Vendor should also provide the L2 and/or L3 support remotely and/or on-call. However, on need basis, the L2 and/or L3 support may be called on-site such as for any issue with the deployed solution or during planned activities etc.

- 3.3.** The Onsite resource should roll out and maintain the components of IT Operations Management Solution.
- 3.4.** Overall proactive monitoring through online dashboard and management of equipment, servers, database, network devices and related services on all sites under this RFP. The implementation of IT solutions on additional agents after signoff of the solution shall be done by onsite Engineer without any extra cost to the Bank.
- 3.5.** Overall monitoring and management of the project during and after installation for the full period of contract **i.e. 3 years.**
- 3.6.** Submission of periodical reports on the performance of the equipment's and its reviews.
- 3.7.** Redesigning of the solution for optimal output of the solution in interest of the Bank.
- 3.8.** Prepare and maintain Standard Operating Procedure (SOP) document pertaining to the services/Operations.
- 3.9.** The onsite resource should support and coordinate / cooperate with the other bank & vendor teams, complete automation of IT client management processes including discovery and inventory, analytics, etc.
- 3.10.** The onsite resource shall optimize existing processes and recommend changes for optimal functioning of Solution, in-tune with best practices and audit compliance.
- 3.11.** The onsite resource has to ensure the support from respective OEM for infrastructure provided to carry out the activity for expansion, upgrade and configuration of proposed solution during the period of contract without any extra cost to bank.
- 3.12.** The bidder shall provide backup resource in case onsite resource avails leave.
- 3.13.** Onsite resource should coordinate with all the internal teams for follow-up for open tickets & activities.
- 3.14.** Confidentiality of the network setup, configurations and all related details shall not be disclosed by the bidder to any third parties or persons.
- 3.15.** The onsite resource deputed at the bank should have a Police verification report. The bidder needs to submit the Police Verification report of the resource along with all documents at the time of joining onsite.
- 3.16.** The onsite resource to be deputed will be interviewed by IDBI officials prior to deputation. If not found as per Banks' requirement, Bank will not permit the deployment of such resource(s).
- 3.17.** The deputed personnel should be prepared to work for extended hours in case of need.
- 3.18.** The deputed personnel should abide by timings of the Bank.
- 3.19.** The on-site resource shall not be changed without prior approval from the Bank and adequate notice (minimum one month for L1 / two months for L2). Any resigned resource of the on-site team should not be relieved before giving suitable replacement.
- 3.20.** Absence of any resource must be complemented with an equally skilled resource.
- 3.21.** If the onsite engineer is found to be not qualified / suitable / his performance is not satisfactory, the bidder will have to replace the engineer within 45 days of written communication from the Bank regarding the same.
- 3.22.** The onsite resource should consult and assist various admin/application teams in operating and adapting to new IT Operations management solution.
- 3.23.** The resource should create Training/Knowledge Base (KB) Articles on the platform and associated tools and keep it updated timely as part of knowledge repository to enable self-learning with the Bank.
- 3.24.** Any other task(s) associated/ related with the proposed solution and not listed above.

4. SKILL SET FOR THE ONSITE ENGINEER

Onsite resource requirement for IT Operations Management Solution (i.e. IT Asset Management, IT Service Management, Patch and Vulnerability Governance)		
Location	Number of the resources	Desired Qualification & Experience
IDBI DC	Required Resource: One L1 or L2 resource is required in Day shift at DC.	Level1(L1): Should be Science Graduate (IT / Computer), preferably, BE/B. Tech/MCA with minimum exp. of 2-4 year of in-scope solutions and minimum 4 years’ total experience in the field of IT implementation / support of related solutions. The resource should have 1 of the following certifications: <ul style="list-style-type: none"> ● ITIL/COBIT 5 ● OEM certification for the proposed solution part of this RFP.
<p>Note: Bank reserves the right to interview all of the professionals to be deployed in the project and reject if not found suitable for the project. At a later stage also if any of the professional found unsuitable or incapable or violates any of the bank guidelines, Bank may ask to remove/ replace all such professionals on a short notice (2 weeks) without any impact on SLA.</p>		

5. SERVICE LEVEL EXPECTATION AND PENALTY

5.1. Bidder has to comply with the SLA and Penalty as mentioned in **Annexure-21** of this RFP.

6. WARRANTY

- 6.1. The Bidder undertakes that warranty support of 1 year for IT Operations Management Solution shall start after the Solution with software / hardware have been installed at the proposed locations indicated in the contract and from the date of sign off and Go-Live of the respective solutions.
- 6.2. Bank reserves its right to decide whether or not to enter into renewal for the ATS after the initial period of 3 (three) years (i.e. One year of Warranty & Two year of ATS).
- 6.3. The deliverables supplied should be complete in all respects as per the specifications responded in the bid.
- 6.4. The Bidder / OEM accept responsibility for the successful integration and interoperability of all proposed products / deliverables as required by the Bidding Documents.
- 6.5. All the deliverables offered, whether belonging to the bidder or any third party operate effectively and the Bidder is willing to accept responsibility for its successful operation.
- 6.6. The Bidder warrants, for the duration of the Warranty Period commencing from the date of completion of the implementation, acceptance and Go-Live at all sites, that all the deliverables supplied under this Contract shall have no critical defect arising from design or from any act or omission of the Supplier that may develop under normal use of the deliverables.
- 6.7. Bank shall promptly inform the vendor of any claims arising during the warranty and the Bidder shall, within the warranty period and with all reasonable speed rectify the mistake without any costs to the Bank.
- 6.8. If the vendor, having been notified, fails to remedy the defect(s) falling within the warranty obligations, Bank may proceed to take such reasonable remedial action as may be necessary, at the vendor’s risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

6.9. The vendor warrants that there is no intention of discontinuing development / up gradation of the Products to be supplied under the Contract without written notification to the Bank. However, the products supplied will be continued to be supported as per the terms of contract.

6.10. During the Warranty Period, the vendor shall provide and arrange for installation at no additional cost to the Bank for all Product and documentation updates and new software version releases.

6.11. The warranty details should reflect on the OEMs support portal and updated periodically as and when the ATS/AMC is renewed.

6.12. The vendor hereby represents and warrants that the deliverables as delivered does not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights, or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licences and other transfers of Intellectual Property Rights and the warranties set forth in the Contract and for the Bank exclusively to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the vendor shall secure all necessary written agreements, consents and transfers of rights from its employees and other persons or entities whose services are used.

Without prejudice to the warranties given for individual Products or Services, the vendor hereby warrants that,

- a) The Systems represent a complete, integrated solution to the bank's requirement as set forth in the Technical/Functional Specifications and will provide the functionality and performance set forth therein. The vendor shall accept responsibility for the successful interoperation and integration in accordance with the requirements of the Technical / Functional Specifications, of all Products provided under the Contract; the supplier is responsible for ensuring that the operations of the deliverables conform to the requirements and the specifications.
- b) The Systems' specifications, capabilities and performance characteristics are as stated in the vendor's Bid and Product documentation.
- c) The vendor shall offer all possible assistance to the Bank to seek warranty services or remedial action from subcontracted third producers or licensors of Products included in the Systems. The vendor shall make all reasonable and necessary efforts to correct defects in the Systems that constitute significant deviations from the Technical Specifications and/or Supplier performance claims.

7. ANNUAL TECHNICAL SUPPORT (ATS)

7.1. After the expiry of warranty period of one year, Bank may enter into Annual Technical Support Contract (ATS) with the vendor or OEM for next 2 years.

7.2. The purchase order for ATS will be issued every year based on satisfactory performance during the previous year.

7.3. During ATS period, SLA terms & Onsite Support requirements would be same as mentioned in the RFP.

8. DELIVERY, INSTALLATION AND COMMISSIONING: PERIOD & LOCATION

8.1. Schedule for IT Operations Management Solution:

8.1.1. The delivery of the products and/or systems and/or services covered under this bid are to be supplied, installed, commissioned and Go-Live within the **12 weeks** time from the date of issuance of Purchase Order (PO) issued by IDBI Bank, which includes delivery and roll out of all related

hardware/software solutions and implementation and Go-Live of solution/agent on all IT assets related to DC/DR/NDR. Any delay will attract penalty as mentioned in clause-6 under the head Penalty. The penalty shall be deducted from amount payable by IDBI Bank against the PO.

8.1.2. The details of document to be furnished by the vendor are specified hereunder:

- a) Copies of Delivery Challans
- b) The delivery & installation schedule specified above shall be strictly adhered to. Time is the essence of this Contract. Delay by the vendor in the performance of its delivery/implementation obligations shall render the vendor liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.
- c) The Bidders should submit a list of support center addresses, contact person & the resolutions /response/Escalation matrix for these locations.
- d) Design Document for the implementation of proposed solution
- e) Architecture Diagram
- f) Installation, Configuration documents
- g) Other documents mentioned in the Scope of Work.

8.2. Schedule for Onsite resources:

8.2.1. The Bidder shall deploy the onsite resource at least 1 week before (planned) go-live for maintenance of the deployed infrastructure (i.e. Warranty & ATS period).The bidder shall ensure complete availability in line to roster/requirement mentioned in the scope of work for Onsite Engineer. As onsite resource is an integrated part for ensuring smooth support/services for running of Solution, the availability of the resource as per defined skills/educational qualifications shall be mandatory within stipulated timelines. The Roll out team / Implementation team shall be different from the regular resource.

9. INSTALLATION REPORTS

9.1. The Vendor should take care to include the following points in the installation reports.

9.1.1. The installation report would be signed after completion of delivery of all the materials, installation, licenses activation (if any) & material verification against purchase order/delivery challan/BOM (Bill of Material).

9.1.2. The installation report should be signed and stamped by Bank officer giving name, EIN and designation of the signatory.

9.1.3. The vendor is responsible for all installation, configuration of the Products. The vendor will test all system operations and accomplish all adjustments necessary for successful and continuous operation of the software at all installation sites.

9.1.4. Reason to be mentioned if there is delay for installation of components for IT Operations Management Solution :

9.1.4.1. If the delay for installation is from vendor side – It should be mentioned as “Delay from Vendor side”.

9.1.4.2. If the delay for installation is from Bank side – The vendor needs to attach the email /signed statement on the installation report from the Bank official concerned clearly mentioning that “The delay is from Bank side due to (give reason)”.

SECTION 3

1. DEFINITIONS:

In this RFP document / Bid Document / Contract, the following terms shall have the following meanings and shall be interpreted accordingly:

- 1.1. "The Contract" means the agreement entered into between Bank and the Bidder as recorded in the contract form duly signed by the Parties, including all annexure, schedules, exhibits, supplements, appendices, amendments, revisions, notations and modifications thereof for Procurement of IT Operations Management solution covering areas such as IT Asset Management, IT Service Management, by Successful Vendor, as indicated / spelt out in Scope of Work to be performed in compliance with the service level requirements and standard of performance.
- 1.2. "Successful Bidder" or "Vendor" means any firm / company, etc., to whom work has been awarded and whose Bid has been accepted by Purchaser and shall include its authorized representatives, successors and permitted assignees. The term may be used interchangeably as and when required.
- 1.3. "Purchaser" means IDBI Bank Limited including its successors and assigns.
- 1.4. "Contract Price" means the price/compensation payable to the Successful Bidder under and in accordance with the Contract for the due performance and observance of its contractual obligations under and in accordance with the Contract.
- 1.5. "Service(s)" means all the services, which the Bidder is required to provide and/or procure to the Purchaser under and in accordance with the Contract.
- 1.6. "Period of Contract" means the period of Three years commencing from the date of issuance of LOI/ First Purchase Order whichever is earlier (as defined in Section 3).
- 1.7. "System" or "Equipment" or "solution" means and includes hardware, software, etc., required for operationalizing the proposed solution and to provide the Services as mentioned in the RFP document.
- 1.8. In case of a difference of opinion on the part of the Bidder in comprehending or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by Purchaser and decision of Purchaser in this behalf shall be final, conclusive and binding on the Bidder.
- 1.9. "Acceptance of Bid" means the letter/fax or any memorandum communicating to the Bidder the acceptance of its Bid and includes an advance acceptance of his Bid.
- 1.10. "Business Day" means neither any day that is not a Sunday nor a public holiday (as per the official holidays observed by Bank).
- 1.11. " Confidential Information" means all intellectual property information; technical or business information or material not covered; proprietary or internal information related to the current, future and proposed products or services of the Parties including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Bank provide regarding third parties; information disclosed pursuant to RFP document & other documents; documents, accounts, business plans, information or documents whatsoever, concerning business, policies, strategy, property, contracts, trade secrets, transactions, or interested parties of IDBI Bank or its Subsidiaries or Affiliates and/or any other information whether disclosed to the other Party in oral, graphic, written, electronic or machine readable form, and whether or not the information is expressly stated to be confidential or marked as such, all Trade Secrets and other proprietary information including but not limited to customer list, financial information, and pricing information.

1.12. "Commissioning" means, the System shall be considered to have been commissioned, when the entire job, including supply, configuration, successful testing of all hardware & software is executed to the satisfaction of the Purchaser and the Acceptance Certificate is issued.

1.13. "Document" means any embodiment of any text or image howsoever recorded and includes any data, text, images, sound, voice, codes, computer programs, software and / or databases or microfilm or computer generated microfiche or similar device.

1.14. "Effective Date" means the date on which this Contract is signed and executed by the Parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date.

1.15. "Intellectual Property Rights" means any patent, copyright, trademark, trade name, design, logo, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

1.16. "Parties" means the Purchaser and the Bidder and "Party" means either of the Parties.

1.17. "Site" means the place where the product / service / solution is to be delivered and commissioned or places approved by the Purchaser for the purposes of the Contract together with any other places designated in the Contract as forming part of the Site.

2. INTERPRETATION:

In this Contract unless a contrary intention is evident:

- 2.1. The clause heading are for convenience only and do not form part of this Contract;
- 2.2. Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- 2.3. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
- 2.4. A word in the singular includes the plural and a word in the plural includes the singular
- 2.5. A word importing a gender includes any other gender
- 2.6. A reference to a person includes a partnership and a body corporate;
- 2.7. A reference to legislation includes legislation repealing, replacing or amending that legislation;
- 2.8. Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;
- 2.9. Reasonability and materiality of "doubt" and "controversy" shall be at the discretion of IDBI Bank Ltd.
- 2.10. The words not expressly defined herein shall have meanings ascribed to them in the General Clauses Act, 1897 and the Information Technology Act, 2000.

3. CONDITIONS PRECEDENT

This Contract is subject to the fulfillment of the following conditions precedent by the Bidder

- 3.1. `Furnishing of an unconditional and irrevocable Performance Bank Guarantee (Performance Security), as per the format given in **Annexure-10**.
- 3.2. Execution of a Deed of Indemnity as per format given in **Annexure-12**.
- 3.3. Obtaining of all statutory, regulatory and other approvals, consents and no-objections required for the performance of the Services under and in accordance with this Contract.
- 3.4. Furnishing solvency certificate and certificate confirming that there are no vigilance or court cases threatened or pending against the Bidder and that the vendor is not in violation of any law including Intellectual Property Rights.

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

3.5.

3.6. Furnishing of such other documents as the Purchaser may specify from time to time at its discretion, including but not limited to definitive documents.

4. STANDARD PERFORMANCE:

4.1. The Successful Bidder shall carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in industry and with professional standards and shall observe sound management, technical practices. It shall employ appropriate advanced technology, procedures and methods. The Successful Bidder shall always act, in respect of any matter relating to the Contract, as faithful advisors to Bank and shall, at all times, support and safeguard the Bank's legitimate interests in any dealing with third parties.

5. USE OF CONTRACT DOCUMENTS AND INFORMATION:

5.1. The Successful Bidder shall treat all documents, information, data and communication of and with Purchaser as privileged and confidential and shall be bound by the terms and conditions of the Non-Disclosure Agreement. The Successful Bidder shall execute this Non-Disclosure Agreement simultaneously at the time of execution of this Contract. The Successful Bidder shall not, without Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample or information or data or drawings / designs furnished by or on behalf of Purchaser in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in utmost confidence and shall extend only so far as may be necessary and relevant for purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure Agreement.

5.2. The Successful Bidder shall not, without Purchaser's prior written consent, make use of any document, data or information etc., enumerated in this Bid Documents save and except for due performance and observance of the Contract.

5.3. Any document, other than the Contract itself, enumerated in this RFP Documents shall remain the property of Purchaser and shall be returned (in all copies) to Purchaser on completion of the Bidder's performance under and in accordance with the Contract, if so required by Purchaser.

5.4. The Bidder shall sign the Non-Disclosure Agreement as per format provided in **Annexure-11**

6. INDEMNITY

6.1. The Successful Bidder shall execute and furnish to the Purchaser, a deed of indemnity in favor of the Purchaser in a form and manner, as given in **Annexure-12**, indemnifying the Purchaser its directors, employees, agents and representatives from and against any costs, loss, damages, expense, claims, litigations, suits, actions, judgments, and or otherwise including but not limited to those from third parties or liabilities of any kind howsoever suffered, arising out of or incurred inter alia during and after the Contract period including but not limited to third-party claims due to infringement of Intellectual Property Rights including but not limited to patent, trademark, logo, copy-rights or industrial drawings and designs arising from use of the Services or any part thereof and/or otherwise.

6.2. The provisions under this clause shall survive the termination of the Contract.

7. INTELLECTUAL PROPERTY RIGHTS & PATENT RIGHTS

7.1. The Purchaser shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes and products which have been developed by the Bidder during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Successful Bidder undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to

the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits, approvals, consents and no objections that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser.

7.2. Further, the Successful Bidder shall be obliged to ensure that all approvals, consents, no objections, registrations, licenses, permits and rights which are inter-alia necessary for use of the information technology system installed by the Successful Bidder, shall be acquired in the name of the Purchaser, prior to termination of this Contract and which shall be assigned by the Purchaser if necessary under the applicable laws or otherwise to the /Bidder for the purpose of execution of any of its obligations under the terms of the Bid, or this Contract. However, subsequent to the term of this Contract, such approvals, consents, no objections, registrations, licenses, permits and rights etc., shall ensure to the exclusive benefit of the Purchaser.

7.3. The Successful Bidder shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Bidder shall keep the Purchaser indemnified against all costs, charges, expenses, liabilities, claims, damages, litigations, suits, judgments and/or otherwise howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Successful Bidder or any sub-Bidder during the course of performance of the Services.

7.4. In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, logo, patent, intellectual property rights or industrial drawing/design rights arising from the use of the Products or any part thereof in India or anywhere, the Successful Bidder shall act expeditiously to extinguish such claim. If the Successful Bidder fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Successful Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Successful Bidder of such claim, if it is made, without delay.

8. INSPECTION & QUALITY CONTROL TESTS/CHECK

8.1. The Purchaser's right to inspect, test and where necessary, reject the goods after the goods' arrival at the destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by Purchaser or its representative prior to the goods' shipment from the place of origin.

8.2. Nothing stated herein above shall in any way release or discharge the Bidder from any warranty or other obligations / liabilities under and in accordance with this Contract.

8.3. IDBI Bank reserves the right to evolve a procedure of quality checking to ensure that the Services are according to the prescribed specifications and standards.

8.4. The Purchaser's has the right to inspect and test the goods at Bidder plant at any time during the Contract period.

9. MANUALS

9.1. The Successful Bidder must along with the equipment, supply all relevant manuals for the systems delivered / installed. The manuals shall be in English.

9.2. Unless and otherwise agreed, the equipment(s) shall not be considered to be completely delivered for the purpose of taking over, until such manuals as may be necessary are provided to Purchaser.

9.3. System manuals should include the specifications of the various equipments supplied.

10. INCIDENTAL SERVICES:

10.1. The incidental services to be provided pursuant to and in accordance with the Contract are as under:

- i. Performance of on-site Commissioning of the System;

- ii. Furnishing of services required for maintenance of the rendered Systems.
- iii. Furnishing manuals for each appropriate unit of the rendered Systems
- iv. Maintenance of the rendered equipment for the “Contract Period”, provided that this equipment shall not relieve the Bidder of any warranty period obligations under and in accordance with this Contract; and
- v. Any other related services as the Purchaser may require and deem fit.

11. CHANGE ORDERS / ALTERATION / VARIATIONS

11.1. The Bidder agrees that the requirements given in specifications, charts, etc in the RFP Documents are minimum requirements of mere indicative nature and are in no way exhaustive. It shall be the responsibility of the Bidder to meet all the requirements of specifications, charts, etc and other criteria contained in the RFP Documents and any upward revisions and/or additions of quantities, specifications sizes given in specifications, charts, etc., of the RFP Documents required to be made during execution of the works shall not constitute a change order and shall be carried out without a change order as forming part of the Services agreed hereunder and shall be carried out without any time and cost effect to Purchaser. Further upward revisions and or additions required to make Bidder’s selected equipment and installation procedures to meet RFP Documents requirements expressed and to make entire facilities safe, operable and as per specified codes and standards shall not constitute a change order and shall be carried out without any time and cost effect to Purchaser. Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the specification etc. of the RFP Documents which the Bidder had not brought out to the Purchaser’s notice in his RFP shall not constitute a change order and such upward revisions and/or addition shall be carried out by Bidder without any time and cost effect to Purchaser.

11.2. Bank may at any time, by a written order given to the Successful Bidder, make changes within the general scope of the Contract in any one or more of the following:

- i. Functional specification
- ii. The Services to be provided by the Bidder

11.3. If any such change causes an increase or decrease in the cost of, or the time required for the Bidder’s performance or observance of any provisions under the Contract, an equitable adjustment shall be made in the Contract price or delivery schedule, or both, and the Contract shall accordingly be amended as may be decided by Purchaser. Any claims by the Bidder for adjustment under this clause must be asserted within 30 (Thirty) days from the date of knowledge of Purchaser’s change order by the Bidder.

11.4. Change order as stated above comprising an alteration which involves change in the cost of the works (which sort of alteration is hereinafter called a “Variation”) shall be the subject of an amendment to the Contract by way of an increase or decrease in the Contract Price and adjustment of the implementation schedule if any.

11.5. If the Contract provides applicable rates for the valuation of the variation in question, the Contract price shall be increased or decreased in accordance with those rates.

11.6. Any change order shall be duly approved by the Purchaser (including any modification / change in the Contract Price) in writing.

11.7. If there is a difference of opinion between the Bidder and Purchaser whether a particular work or part of the work constitutes a change order or not, the decision of the Purchaser shall be final, conclusive and binding on the Bidder.

12. CONTRACT AMENDMENT

12.1. No variation in or modification of the terms of the Contract shall be made, except by prior written amendment after obtaining prior written approval from both the Parties and shall be signed by the Parties. The Successful Bidder, however, agrees it shall be bound to amend the Contract, if so required by IDBI Bank, for giving effect to any amendment, modification etc. in the applicable laws including but not limited to

amendment / modification etc. in the Reserve Bank of India Act, 1934 / the Banking Regulations Act, 1949 and / or to give effect to any modifications, amendments or fresh guidelines issued/imposed by RBI.

13. WARRANTY

13.1. The Bidder further represents and warrants that all licenses delivered /rendered under and in accordance with this Contract shall have no defect, arising from design or from any act, error/defect or omission of the Bidder.

13.2. The minimum warranty and ATS period shall be the period of 36 Months (12 months Warranty and 24 months ATS) i.e. Three Year (3) from date of Go-Live of proposed solution.

13.3. Upon receipt of notice of such defect / error or deficiency, the Bidder shall, with all reasonable speed, repair or replace the defective tool/ software or parts thereof, without cost to Purchaser.

13.4. If the Bidder having been notified fails to remedy the defect(s) within the period specified in SLA, Purchaser may proceed to take such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights, which Purchaser may have against the Bidder under and in accordance with the Contract

14. DEFICIENCY IN THE BIDDER'S PERFORMANCE

14.1. Delivery, Installation, Commissioning & Maintenance of the equipment i.e. Hardware/software/solution shall be made by the Successful Bidder strictly in accordance with the Scope of Work and Service Level Expectation as prescribed by the Bank. Time is of the essence of Contract.

14.2. If at any time during the performance of the Contract, the Successful Bidder encounters conditions / situations impeding adherence to the scope of work, the Successful Bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and the cause(s) thereof. After receipt of the Successful Bidder's notice, the Bank shall at the earliest evaluate the condition / situation, and consider, extending the Successful Bidder's time for performance, with or without penalty, in which case, the extension shall be ratified by the Parties by written amendment of the Contract or through an email.

14.3. Except as provided in the above clause, a delay by the Successful Bidder in the performance of its delivery obligations shall render the Successful Bidder liable to the imposition of penalty, unless an extension of time is agreed by the purchaser without levying penalty.

14.4. A delay by the Successful Bidder in the performance of its Contract obligations shall render the Successful Bidder liable to any or all the following sanctions:

- i. Forfeiture of its performance security
- ii. Termination of the Contract for default

15. DISPUTE RESOLUTION

15.1. The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with this Contract in the following manner:

- i. The Party raising the dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within ten (10) days of receipt of the notice.
- ii. The matter will be referred for negotiation between CGM (ITD) of the Purchaser and Mr. _____ of the Vendor. The matter shall then be resolved by them and the agreed course of action documented within a further period of thirty (30) days.

15.2. The Parties agree that any dispute between the Parties, which cannot be settled by negotiation in the manner, described above, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within thirty (30) days of the failure of negotiations. Arbitration shall be held in Mumbai, India and conducted in accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Sole Arbitrator will be appointed by the Bank. The

arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Mumbai alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

15.3. The Bidder shall not be entitled to suspend the provision of the Services or the completion of the job, pending resolution of any disputes between the Parties and shall continue to render the Services in accordance with the provisions of the Contract notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

15.4. The provision under this section survives the Contract.

16. ADDRESS FOR NOTICE

16.1. All notices, requests, consents, waivers or other communication required or permitted hereunder shall be in writing and shall be deemed properly served:

- (i) if delivered by hand and received by an authorized employee or officer of the Party,
- (ii) upon receipt of confirmation receipt when sent by facsimile; or
- (iii) 14 (fourteen) days after the date of dispatch by certified or registered mail, postage prepaid, return receipt requested;
- (iv) when sent by electronic mail. All notices and other communication shall be addressed as follows:

In the case of Purchaser	IDBI Bank Limited IDBI Building, Plot No.39-41, Sector-11, CBD Belapur, Navi Mumbai – 400 614, Maharashtra Attn: Shri Tel:, Email:
In the case of the Bidder	<..... company name & Address > Attn: Shri _____ Tel: +91- _____ Fax: +91- _____ Email: _____

16.2. A party may change its address and/or addressee for notification purposes at any time during the term hereof by giving the other Party written notice in accordance with the terms hereof and the date on which such change will become effective.

17. TAXES & DUTIES

17.1. The Successful Bidder will be entirely responsible for all applicable taxes, duties, levies, imposts, costs, charges, license fees, road permits etc., in connection with delivery & transportation of equipment at the delivery locations including incidental services and Commissioning. Payment of entry tax, if applicable, will be made at actual, on production of suitable evidence of payment by the Bidder.

17.2. Wherever the laws and regulations require deduction of such taxes at the source of payment, Purchaser shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Purchaser as per the laws and

regulations in force. Nothing in the Contract shall relieve the Successful Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this Contract.

17.3. The Successful Bidder shall be liable to pay all applicable corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price quoted in the Bid by the Bidder shall include all such taxes in the Contract Price.

17.4. The Bidder's staff, personnel and labor will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Bidder shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

17.5. It shall be the responsibility of the Successful Bidder to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The Successful Bidder shall also provide the Purchaser such information, as it may be required in regard to the Bidder's details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The Bidder and his sub-Bidder(s) or their personnel shall bear all the taxes if any, levied on the Bidder's, sub-Bidder's and Bidder's personnel. The amount of tax withheld by the Purchaser shall at all times be in accordance with Indian Tax Law and the Purchaser shall promptly furnish to the Bidder original certificates (Challans) for tax deduction at source and paid to the Tax Authorities.

17.6. The Bidder agrees that he shall comply with the Income-tax Act in force from time to time and pay Income -tax, as may be imposed / levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract.

17.7. The Bidder fail to submit returns/pay taxes in times as stipulated under the Income -tax Act and consequently any interest or penalty is imposed by the Income-tax authority, the Bidder shall indemnify Purchaser against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty any such Tax Authority may assess or levy against the Purchaser/ Bidder.

17.8. The Purchaser shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.

18. SUCCESSFUL BIDDER INTEGRITY

The Successful Bidder is responsible for and obliged to conduct all contracted activities strictly in accordance with Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

19. SUCCESSFUL BIDDER OBLIGATION

19.1. The Successful Bidder is obliged to work closely with Purchaser's staff, act within its own authority and abide by directives / instructions issued by Purchaser from time to time. The Successful Bidder will abide by the job safety measures prevalent in India and will free / indemnify Purchaser from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence. The Successful Bidder will pay all indemnities arising there from and will not hold Purchaser responsible or obligated.

19.2. The Successful Bidder would be required adhere to the Scope of Work and Service Level Expectation as defined in the RFP document to enable the Purchaser to meet the operational objectives. It will be the Successful Bidder's responsibility to ensure the proper and successful implementation and continued operation of the proposed branch / sites / hardware / software.

19.3. The Successful Bidder is responsible for managing the activities of its personnel and / or personnel working pursuant to its instructions and will hold itself responsible for any misdemeanors. The Successful Bidder will treat as confidential all data and information about Purchaser, obtained in the execution of his

responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of Purchaser.

19.4. The Successful Bidder is required to execute all the legal documents as annexed to RFP document within the stipulated time by the Bank.

20. SURVIVAL

20.1. Any provision of this Contract which, either expressly or by implication, survive the termination or expiration of this Contract, shall be complied with by the Parties including that of the provisions of indemnity, confidentiality i.e. non-disclosure, bank guarantee in the same manner as if the present Contract is valid and in force.

20.2. The provisions of the clauses of this Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations (incl. bank guarantee) continue to apply unless the Purchaser notifies the Bidder of its release from those obligations.

21. NO SET-OFF, COUNTER-CLAIMS, CROSS-CLAIMS

21.1. In case the Bidder has any other business relationship with Purchaser, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this Contract to the Bidder for any payments receivable under and in accordance with that business.

21.2. In case the Bidder has any claim, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this Contract to the Bidder for any payments receivable under and in accordance with that business.

21.3. However, IDBI Bank shall have such rights against the Successful Bidder up to maximum of 100% of the contact value.

22. THE TRI-PARTITE AGREEMENT

22.1. The Bidder shall enter into relevant agreement covering all related Parties at a later date, if required, incorporating the requisite terms and conditions herein in the form and manner and to the satisfaction of Purchaser.

23. ADHERENCE TO SAFETY PROCEDURES, RULES, REGULATIONS AND RESTRICTIONS

23.1. The Bidder shall comply with the provision of all laws including labor and industrial laws, rules, regulations and notifications issued there under from time to time. All safety and labor and industrial laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and the Bidder shall abide by these laws. The Bidder shall indemnify and keep indemnified and hold harmless the Purchaser and its directors, officers, employees and representatives for any loss, damage, claims, costs, charges, expenses, etc. arising out of and/or suffered on account of actions, litigations, proceedings, suits, arising out of breach of the above laws.

23.2. The Bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions.

23.3. The Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

23.4. The Bidder shall also adhere to all security requirement/regulations of the Purchaser during the execution of the work.

24. STATUTORY REQUIREMENTS

24.1. During the tenure of this Contract nothing shall be done by the Successful Bidder in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, foreign exchange, etc., and shall keep Purchaser indemnified in this regard.

24.2. Successful Bidder undertakes to promptly produce all records and information relating to the Contract/this RFP document for the purpose of inspection and audit of IDBI Bank. Successful Bidder shall provide access, to officers / employees / representatives / agents or auditors of the Bank to the premises / places where such records are kept / maintained. The Bank shall not be duty bound to give any prior notice to Successful Bidder before carrying out the said inspection or audit.

24.3. The Successful Bidder agrees to allow officers of IDBI Bank to inspect and make copies at their own cost, of the records relating to the Services performed / delivered by the Successful Bidder, maintained by Successful Bidder pursuant to the Contract/this RFP document.

24.4. In regards to the above, the Regulators and Government Authorities including RBI officials shall be entitled to conduct audits of the Successful Bidder at any point of time.

25. PURCHASER'S RIGHT OF INSPECTION AND PERIODIC AUDIT

25.1. The Purchaser reserves the right to inspect and monitor/assess the progress of the project at any time during the course of the Contract. The Purchaser may demand and upon such demand being made, the Purchaser shall be provided with any document, data, material or any other information, which it may require, to enable it to assess the progress of the project.

25.2. The Purchaser shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/functions in accordance with the standards committed to or required by the Purchaser and the Bidder undertakes to cooperate with and provide to the Purchaser/ any other agency appointed by the Purchaser, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Bidder failing which the Purchaser may, without prejudice to any other rights that it may have, issue a notice of default.

25.3. Purchaser's right to inspect, test and, where necessary, reject the Goods / Services after the Goods / Services' arrival at the destination shall in no way be limited or waived by reason of the goods / services having previously been inspected, tested, and passed by Purchaser or its representative prior to the Goods / Services shipment from the place of origin.

25.4. It is expressly agreed that nothing stated herein above shall in any way release or discharge the Bidder from any warranty or other obligations / liabilities under and in accordance with this Contract.

26. CONTRACT PRICE

26.1. Prices payable to the Bidder as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.

26.2. The Contract price will be valid for a period of **3 (Three)** years from the date of issue of LOI / First Purchase Order (PO) / Contract date whichever is earlier. The Bank with mutual consent and satisfactory performance of Bidder may extend the Contract price by further agreed basis.

26.3. The Bank reserves the right to modify the Contract value on either side of the approved Contract value. The Bidder shall not and hereby waive any or all objections that it might have at the relevant point of time.

26.4. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. sales tax, excise duty, custom duty, etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

26.5. The Bank reserves the right to re-negotiate the prices in the event of change in the international market prices of both the hardware and software.

26.6. Further, the Bank shall be entitled to make adjustment in the payment of Contract price in the event of levying penalty on the Bidder.

27. INFORMATION SECURITY

27.1. The Successful Bidder and its personnel shall not carry any written material, layout, diagrams, floppy diskettes, hard disk, storage tapes or any other media out of Purchaser's premise without written permission from the Purchaser.

27.2. The Successful Bidder personnel shall follow Purchaser's information security policy and instructions in this behalf.

27.3. The Successful Bidder acknowledges that Purchaser's business data and other Purchaser proprietary information or materials, whether developed by Purchaser or being used by Purchaser pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Purchaser; and Successful Bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Bidder to protect its own proprietary information. The Successful Bidder recognizes that the goodwill of Purchaser depends, among other things, upon Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by Bidder could damage Purchaser. By reason of Bidder's duties and obligations hereunder, Bidder may come into possession of such proprietary information, even though Bidder does not take any direct part in or furnish the Services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the Services required by this Contract. The Successful Bidder shall use such information only for the purpose of performing the Services.

27.4. The Successful Bidder shall, upon termination of this Contract for any reason, or upon demand by Purchaser, whichever is earliest, return any and all information provided to Bidder by Purchaser, including any copies or reproductions, both hardcopy and electronic.

27.5. The Bidder shall provide certificate/assurance from application providers/OEMs that the application is free from embedded malicious / fraudulent code."

27.6. The Bidder shall ensure that the equipment / application / software being supplied shall be free from malicious code (Viruses, Trojan, Spyware etc.), cyber attach and shall be liable for any loss (information, data, equipment, theft of Intellectual Property Rights, network breach, sabotage etc.) incurred to the bank arising due to activation of any such embedded malware / malicious code. The Bidder shall further supply a certificate to the Bank in the form Appended herewith.

27.7. The Successful Bidder shall ensure that subsequent patch, hotfixes and upgrades are also free from malicious code.

27.8. The Bidder shall abide to the Information Security Policy (ISP) and Cyber Security Policy (CSP) of the Bank (as amended from time to time), which will be shared by the Bank with the L1 Bidder on need to know basis. The Successful Bidder shall ensure that the equipment/application/software supplied under the RFP document shall be compliant with the ISP and CSP at all times.

27.9. The Bidder shall submit the background verification and provide the training on information security awareness for their employees, in the case of deputing them to work in our Bank premises.

27.10. The Bidder shall make sure that the sensitive data (such as password, financial information, biometric information, personal information etc.) shared by the Bank should be kept within the geographical boundaries of India. The Bidder shall further supply a certificate to the bank in the form Appended in **Annexure-14**.

28. OWNERSHIP AND RETENTION OF DOCUMENTS

28.1. The Purchaser shall own the documents, prepared by or for the Bidder arising out of or in connection with this Contract.

28.2. Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Purchaser, the Bidder shall deliver to the Purchaser all documents provided by or originating from the Purchaser and all documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The Bidder shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents.

29. DATA AND HARDWARE

29.1. By virtue of this Contract, the Bidder's team may have access to personal and business information of the Purchaser and/or a third party or any taxpayer, any other person covered within the ambit of any Income tax legislation which will be treated as Confidential Information. The Purchaser have the sole ownership of and the right to use, all such data in perpetuity including any data or other information pertaining to the subscriber that may be in the possession of the Bidder or Bidder's team in the course of performing the Services under this Contract.

30. REPRESENTATIONS AND WARRANTIES

In order to induce the Purchaser to enter into this Contract, the Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- 30.1. That the Successful Bidder is a company/LLP/Firm (as the case may be) which has the requisite qualifications, skills, experience and expertise in providing Information and Communication Technology (ICT) and other services contemplated hereunder to third Parties, the technical know-how and the financial wherewithal, the power and the authority that would be required to successfully set up the required infrastructure and to enter into this Contract and provide the Services/Systems sought by the Purchaser, under and in accordance with this Contract.
- 30.2. That the Bidder is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Services /Systems under the Contract.
- 30.3. That the representations made by the Bidder in its Bid are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and the Bid Documents and unless the Purchaser specifies to the contrary, the Bidder shall be bound by all the terms of the Bid.
- 30.4. That the Bidder has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to perform its obligations under the Bid and this Contract.
- 30.5. That the Bidder shall ensure that all assets including but not limited to equipment, licenses, etc. developed, procured, deployed and created during the term of this Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary requirements.
- 30.6. That the Bidder shall use such assets of the Purchaser as the Purchaser may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Contract. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.

- 30.7. That the Bidder shall procure insurance policies for all its present and future property and assets that are developed, procured and created during the term of this Contract with financially sound and reputable insurers to the satisfaction of the Purchaser and shall pay all premium in relation thereto and shall ensure that nothing is done to make such insurance policies void or voidable. The Bidder shall also furnish to the Purchaser a certificate evidencing such insurance, risks covered, names of beneficiaries, expiration dates, names of insurers and all other features of the insurance policy, both original and renewed and shall keep the same alive during the term of this Contract.
- 30.8. That the Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the Purchaser indemnified in relation thereto.
- 30.9. That all the representations and warranties as have been made by the Bidder with respect to its Bid and Contract, are true and correct, and shall continue to remain true and correct through the term of this Contract.
- 30.10. That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws
- 30.11. That there are – (a) no legal proceedings pending or threatened against Bidder /third party or its team which adversely affect/may affect performance under this Contract; and (b) no inquiries or investigations have been threatened, commenced or pending against Bidder / third part or its team members by any statutory or regulatory or investigative agencies.
- 30.12. That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.
- 30.13. That all conditions precedent under the Contract has been complied.
- 30.14. That neither the execution and delivery by the Bidder of the Contract nor the Bidder's compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the Bidder, (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a Party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Bidder or other constitution a documents as the case maybe.
- 30.15. That the Bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
- 30.16. That the Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Purchaser, which may directly or indirectly have a bearing on the Contract or the project.
- 30.17. That the Bidder owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the Bidder on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.
- 30.18. That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the project and the Bidder does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of the Bidder's business and operations are being infringed nor, so far as the

Bidder is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Purchaser indemnified in relation thereto.

31. CONFIDENTIALITY

31.1. The Successful Bidder agree that it shall hold in trust any Confidential Information received by it from the Bank , under this Contract, and the strictest of confidence shall be maintained in respect of such Confidential Information. The Parties also agree:

31.1.1. to maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;

31.1.2. to only make copies as specifically authorized by the prior written consent of the Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;

31.1.3. to restrict access and disclosure of Confidential Information to such of their employees, agents, vendors, and Bidders strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this Clause and

31.1.4. to treat Confidential Information as confidential for a period of five (5) years from the date of receipt. In the event of earlier termination of this Contract, the Successful Bidder hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.

31.2. Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure. Confidential Information does not include information which:

31.2.1. the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;

31.2.2. is independently developed by the recipient without breach of this Contract;

31.2.3. information in the public domain as a matter of law;

31.2.4. is received from a third party not subject to the obligation of confidentiality with respect to such information;

31.2.5. is released from confidentiality with the written consent of the other party.

31.3. The recipient shall have the burden of proving that Clauses (i) or (ii) above are applicable to the information in the possession of the recipient.

31.4. Notwithstanding the foregoing, the Successful Bidder acknowledge that the nature of the services to be performed under this Contract may require the Bidder's personnel to be present on premises of the Purchaser or may require the Bidder's personnel to have access to computer networks and databases of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Bidder under such circumstances and to provide notice to the Bidder of the confidentiality of all such information. Therefore, the Bidder agrees that any technical or business or other information of the Purchaser that the Bidder's personnel, sub-Bidders, or agents acquire while on the Purchaser premises, or through access to the Purchaser computer systems or databases while on or off the Purchaser premises, shall be deemed Confidential Information.

31.5. Confidential Information shall at all times remain the sole and exclusive property of the disclosing Bank. Upon termination of this Contract, Confidential Information shall be returned to the disclosing Bank or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

authorized representative of each of the Parties. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Systems, Services, and Documents etc.

31.6. In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other Party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other Party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving Party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this Clause shall survive the expiration, cancellation or termination of this Contract.

31.7. The provision of this clause shall survive termination of the Contract till such Confidential Information enters public domain.

32. TERM AND EXTENSION OF THE CONTRACT

32.1. The term of the Contract shall be for a period of 3 (three) years plus 3 months (i.e. Implementation period) from the date of issuance of the LOI / First PO / Contract date whichever is earlier.

32.2. The term of the rate contract for the software licenses shall be for a period of three (3) years plus 3 months (i.e. Implementation period) from the date of acceptance of the First Purchase Order / Contract date whichever is earlier.

32.3. The Bank reserves the right to modify the Contract value on either side of the approved Contract value. The Successful Bidder shall not and hereby waive any or all objections that it might have at the relevant point of time.

32.4. The Purchaser shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing / email to the Bidder, at least 3 (three) months before the expiration of the term hereof, whether it will grant the Bidder an extension of the term. The decision to grant or refuse the extension shall be the sole discretion of Bank.

32.5. In case of any extension in the contract term or any additional procurement, the bidder has to execute an addendum for extension of contract.

33. CONFLICT OF INTEREST

33.1. The Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification The Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Performance Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

33.1.1. The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a

public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- i. where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
- ii. subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

33.1.2. A constituent of such Bidder is also a constituent of another Bidder; or

33.1.3. Such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

33.1.4. Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

33.1.5. Such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or

33.1.6. Such Bidder or any Associate thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the Project.

34. FRAUD & CORRUPT PRACTICES

34.1. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the Bidding Process.

34.2. Without prejudice to the rights of the Bank, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt / fraudulent / coercive / undesirable or restrictive practices during the Bidding Process, such Bidder shall not be eligible to participate in any RFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.

34.3. For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

- i. "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the Bidding Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires

from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;

- ii. **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- iii. **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- iv. **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- v. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

35. TERMINATION

35.1. The Purchaser may, terminate this Contract by giving the Bidder a prior and written 30 (thirty) days’ notice indicating its intention to terminate the Contract under the following circumstances:

- i. Where it comes to the Purchaser’s attention that the Successful Bidder (or the Bidder’s team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the Successful Bidder’s Bid or this Contract.
- ii. Where the Successful Bidder’s ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Successful Bidder, any failure by the Successful Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Successful Bidder or the happening of any such events that are adverse to the commercial viability of the Successful Bidder. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor Bidder, and to ensure business continuity.
 - a. **Termination for Insolvency:** The Purchaser may at any time terminate the Contract by giving written notice of 30 (thirty) days to the Successful Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
 - b. **Termination for Default:** The Purchaser, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Successful Bidder / Vendor, may terminate the Contract in whole or in part.
 - c. **Termination for Convenience:** Notwithstanding the provisions of the Contract and/or the Bid Documents, the Purchaser at its sole discretion and without prejudice to any other right or remedy and without assigning any reasons, by written 30 days’ notice sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for Purchaser’s convenience, the extent to which performance of the Successful Bidder under and in accordance with the Contract is terminated, and the date upon which such termination becomes effective.

35.2. The payments will be made for all services rendered up to the date the termination becomes effective, at the contracted terms and prices.

36. CONSEQUENCE OF TERMINATION

36.1. In the event of termination of this Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise] the Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the Successful Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the successor Bidder to take over the obligations of the erstwhile Successful Bidder in relation to the execution/continued execution of the scope of this Contract.

36.2. In the event that the termination of this Contract is due to the expiry of the term of this Contract / a decision not to grant any (further) extension by the Purchaser, the Successful Bidder herein shall be obliged to provide all such assistance to the successor Bidder or any other person as may be required and as the Purchaser may specify including training, where the successor(s) is a representative/personnel of the Purchaser to enable the successor Bidder to adequately provide the Services hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

36.3. Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Successful Bidder or due to the fact that the survival of the Successful Bidder as an independent corporate entity is threatened/has ceased, the Purchaser shall pay the Successful Bidder for that part of the equipment procured which have been authorized by the Purchaser and satisfactorily performed by the Successful Bidder up to the date of termination, without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Successful Bidder as may be required to offset any direct losses caused to the Purchaser as a result of any act/omissions of the Successful Bidder. In case of any loss or damage due to default on the part of the Successful Bidder in performing any of its obligations with regard to executing the scope of work under this Contract [as laid down in the Service Specifications,] the Successful Bidder shall compensate the Purchaser for any such direct loss, damages or other costs, incurred by the Purchaser. (The Bidder shall not be liable for any indirect or consequential losses). Additionally, other members of its team shall continue to perform all its obligations and responsibilities under this Contract in an identical manner as were being performed hitherto before in order to execute an effective transition and to maintain business continuity.

36.4. All third Parties shall continue to perform all/any functions as stipulated by the Purchaser and as may be proper and necessary to execute the Services under the Contract in terms of the Successful Bidder's Bid and this Contract.

36.5. Nothing herein shall restrict the right of the Purchaser to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Purchaser under law or otherwise.

36.6. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

36.7. Termination survives the Contract.

36.8. In the event of termination of this Contract for any reason whatsoever, IDBI Bank shall have the right and it may publicize such termination to caution the customers/public from dealing with the Successful Bidder.

37. PUBLICITY

The Bidder is not permitted to make any public announcement or media release about any aspect of this Contract unless the Purchaser first gives the Bidder its prior written consent.

38. NO ASSIGNMENT

The Contract cannot be transferred or assigned by the Bidder without the prior written approval of the Purchaser.

39. RELATIONSHIP BETWEEN THE PARTIES

39.1. Nothing in this Contract constitutes any fiduciary relationship between the Purchaser and Bidder/Bidder's Team or any relationship of employer - employee, principal and agent, or partnership, between the Purchaser and Bidder.

39.2. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.

39.3. The Purchaser has no obligations to the Successful Bidder's team except as agreed under the terms of this Contract.

40. ENTIRE CONTRACT

40.1. The terms and conditions laid down in the Bid and all its Annexures thereto as also the RFP document and any attachments / annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior proposal, understanding or representation of the Parties on the subject matter.

41. JURISDICTION OF COURT

41.1. Subject to Clause 16, hereinabove, the Contract shall be interpreted in accordance with the laws of the Union of India and shall be subject to the exclusive jurisdiction of courts/tribunals at Mumbai to determine any proceeding in relation to this Contract. These provisions shall survive the Contract/or its termination.

42. "NO CLAIM" CERTIFICATE

42.1. The Bidder shall not be entitled to make any claim, whatsoever against the Purchaser, under or by virtue of or arising out of, this Contract, nor shall the Purchaser entertain or consider any such claim, if made by the Bidder after he shall have signed a "No claim" certificate in favor of the Purchaser in such forms as shall be required by the Purchaser after the works, Services/Systems are finally accepted.

42.2. In case the Bidder has any other business relationship with the Purchaser, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this Contract to the Bidder for any payments receivable under and in accordance with that business.

43. COMPLETION OF CONTRACT

43.1. Unless terminated earlier, the Contract shall terminate on the successful completion of the Period of Contract as specified in the Contract.

44. INSURANCE

44.1. The Bidder shall:

- i. take out and maintain at their own cost but on terms and conditions approved by Purchaser, insurance against the risks, and for the coverage, as shall be specified below.
- ii. at the Purchaser's request, provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

- 44.2. Third party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Bidder or their personnel for the period of the Contract.
- 44.3. Third party liability insurance with a sufficient coverage for the period of the Contract.
- 44.4. Professional liability insurance, with a minimum coverage equal to estimated remuneration and reimbursable.
- 44.5. Employer's liability and workers' compensation insurance in respect of the personnel of the Bidder, in accordance with the relevant provisions of the applicable law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- 44.6. Insurance against loss of or damage to (i) equipment(s) purchased in whole or in part with funds provided under this Contract or otherwise, (ii) the Bidder's property used in the performance of the Services, and (iii) any documents prepared by the Bidder in the performance of the Services.
- 44.7. The Bidder shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Purchaser.
- 44.8. All obligations of the Bidder under the Contract / RFP Documents survive the Contract / RFP Documents, subject to the provisions stipulated therein.
- 44.9. Appropriate insurance to cover the System(s) for the transit period till the time of its delivery, installation / testing and acceptance by the Purchaser at the respective site is to be taken by the Bidder.

45. LIMITATION OF LIABILITY

- 45.1. The Parties acknowledge that circumstances may arise where on account of a breach by Successful Bidder of the terms of this RFP document and subsequent Agreement, or other contractual or tortious claim, the Bank may be entitled to damages from Successful Bidder. Successful Bidder's aggregate liability shall be subject to an overall limit of the Total Contract price during the execution of the Project (Service period).
- 45.2. The limits specified in Sub-Clause (46.1) above shall not apply to:
- i. claims made by the Bank for claims relating to the loss of or damage to real property and tangible personal property and for bodily injury or death which is caused by sole gross negligence or sole willful misconduct of the Successful Bidder or its employees;
 - ii. claims against the Bank resulting from misconduct, fraud or negligence of the Successful Bidder, its employees and subcontractors or from infringement of patents, trademarks, logo, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations; and
- 45.3. The Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by the Bidder as part of this RFP document. The Bank may be entitled to damages from Bidder on account of this. In no event shall the Bank be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this RFP document and subsequent agreement or the hardware or the software delivered hereunder, howsoever such liability may arise, provided that the claims against customers, users and service providers of the Bank would be considered as a direct claim.
- 45.4. In circumstances where the Bidder indemnifies the Bank against any claims of infringement of any Intellectual Property rights, the Bidder must at its own expense promptly;
- i. Procure the unrestricted right for the Bank to continue using and receiving the same; or
 - ii. Make or procure on Bank's behalf such alterations, modifications, adjustments or substitutions to all or any parts of the same so that it becomes non-infringing without affecting the relevant part of

- Deliverables or Services or prejudice their compliance with their terms of the specifications or requirements of RFP document; or
- iii. Substitute a non-infringing version of the infringing item of at least functional equivalence conforming to applicable requirements under the RFP document.
 - iv. If Successful Bidder is unable to provide any of the forgoing alternatives, the Bank may at its own option terminate forthwith the Agreement entered into with the Bidder.
 - v. The Parties hereby acknowledge that Successful Bidder shall not be responsible for any special, incidental, indirect and consequential damages.
 - vi. Successful Bidder will, upon payment or satisfaction of such indemnity in full, be subrogated to all rights of the Bank with respect to the claims to which such indemnification relates.
 - vii. If Successful Bidder is unable to provide any of the forgoing alternatives, the Bank may at its own option terminate forthwith the subsequent Agreement to be entered into with the Successful Bidder.
 - viii. The Parties hereby acknowledge that Bidder shall not be responsible for any special, incidental, indirect and consequential damages.

46. PRE CONTRACT INTEGRITY PACT

Bidders shall submit Integrity Pact (IP) along with the technical Bid in the format provided in **Annexure- 18** of the RFP. Integrity Pact is an agreement between the prospective Bidders and the Bank committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the Contract. Any violation of the terms of Integrity Pact would entail disqualification of the Bidders and exclusion from future business dealings. The Integrity Pact begins when both parties have legally signed it. Integrity Pact with the successful bidder(s) will be valid till 12 months after the last payment made under the Contract. Integrity Pact with the unsuccessful bidders will be valid 6 months after the Contract is awarded to the successful Bidder. The Bank has appointed Shri. S. Srinivasan, IAS (Retd.) (M-9483536100 / E-mail- s.srinivasan1980@gmail.com) and Shri. Ajai Kumar, ex-CMD, Corporation Bank (M-9619272893/ E-mail-ajai.kumar3@gmail.com) as Independent External Monitor (IEM). The Bidders having grievances, if any, in the tendering process, may approach the IEM for redressal of their complaints.

SECTION 4

1. TECHNICAL BID FORM (ANNEXURE-1)

(To be submitted on the Company's Letter Head and included in the Technical Bid Envelope)

Date: _____ (DD/MM/YYYY)

To,
The Deputy General Manager,
Information Technology Division
IDBI Bank Limited
IDBI Building, Plot No.39-41, Sector-11, CBD Belapur,
Navi Mumbai – 400 614, Maharashtra

Dear Sir,

**Reference: RFP for Procurement of IT Operations Management Solution
(REF No: IDBI-Bank/ITD/VMG/RFP/21-22/14 : September 24, 2021)**

After going through the RFP Documents, the receipt whereof is hereby duly acknowledged, we the undersigned, absolutely, unconditionally and irrevocably offer **for Procurement of IT Operations Management Solution in** conformity with the said Bid Documents.

If our Bid is accepted, we agree and undertake that, to deliver and commission the Services in accordance with the delivery schedule specified in the schedule of requirements.

If our Bid is accepted, we will obtain bank guarantee for a sum equivalent to **3% (Three percent)** of the value of Contract for the due performance and observance of the Contract, in the form and manner prescribed by and to the satisfaction of IDBI Bank Limited (**Bank**).

We agree and undertake to abide by the bid terms of Bank including the rates quoted therein for the orders awarded by Bank up to the period prescribed in the Bid, which shall be final and conclusive and remain binding upon us.

We agree and undertake to supply upgraded model of the product in case of technological obsolescence / non-availability of contracted product/model. The supply of upgraded product, subject to the Bank's approval, will be at the same contracted price as the obsolete model.

Until a formal contract is finalized and executed, this Bid Documents, together with relevant documents as amended, modified, supplemented, revised, modified by addendum, etc., if any, at the sole discretion of Bank duly initialed/executed shall constitute a binding Contract between us.

We agree and undertake that, in competing for (and, if the Bid is accepted by you) the above Contract, we will strictly observe the laws inter alia, in particular, against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and similar laws and also strictly abide by and observe all applicable laws.

We agree and confirm that you are not bound to accept the lowest or any Bid you may receive and you also have the right to re-issue/re-commence the Bid. Any decision in this regard by you shall be final and binding on us.

We enclose a NEFT UTR details of **Rs.10, 00,000 /- (Rupees Ten Lakh Only)** towards EMD, in favor of "IDBI Bank Limited" drawn on _____, _____ Branch payable at Mumbai.

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

We understand that the EMD will be refunded after the Bidder signing the Contract and furnishing of the Performance Bank Guarantee in case of successful Bidder and within a period of 30 (Thirty) days after the conclusion of the contract for unsuccessful Bidders. We have noted that Bid Security shall not carry any interest.

Dated this _____ Day of _____ 2021

Sign

Name:

Designation:

(Company Seal)

2. ELIGIBILITY CRITERIA (ANNEXURE-2)

(To be submitted on the Company's Letter Head and included in the Technical Bid Envelope)

**Reference: RFP for Procurement of IT Operations Management Solution
(REF No: IDBI-Bank/ITD/VMG/RFP/21-22/14 : September 24, 2021)**

Sr. No	Criteria	Supporting Documents	Compliance (Yes/No)
1.	The bidder must be an Indian firm/LLPs/ organization/ company registered under Companies Act 1956/2013.	<ul style="list-style-type: none"> Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office Or Firm registration certificate along with documents in respect of incorporation with full address of the firm 	
2.	<p>The Bidder can be an OEM or an Authorized distributor/Registered Business partner or System Integrator.</p> <p>Only upto two Authorized partners/ system integrator will be authorized per OEM for bidding process.</p> <p>Any RFP from a business partner, without the authorization letter from their OEM, would be disqualified.</p> <p>The authorization letter from the OEM should indicate the category and assure to provide support/cover during the entire contract period.</p> <p>The bidder i.e. OEM (in individual capacity) and OEM with SI cannot bid simultaneously i.e. either OEM (Original Equipment Manufacturer) in individual capacity or OEM with SI i.e. Their authorized distributor/partner in India can bid in the RFP.</p> <p>In case, both OEM (in individual capacity) and OEM with SI submitted the bids, the bid submitted by OEM (in individual capacity) will be considered.</p>	<ul style="list-style-type: none"> In case of Authorized distributor/Registered Business partner or System Integrator, Undertaking from OEM in favour of Bidder must be provided on their letter head in the format given in the RFP and there would not be any modification allowed in the format and bidder should manage to obtain the same from OEM. 	
3.	OEM should be present in the any of the last two years (i.e. Latest or	<ul style="list-style-type: none"> Necessary certificate/document justifying the presence. 	

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

Sr. No	Criteria	Supporting Documents	Compliance (Yes/No)	
	previous) Gartner Magic Quadrant/IDC Marketscape for ITSM tools.			
4.	The annual turnover of the bidder should be at least Rs. 50 crore (in each of the last three financial years i.e. 2018-19, 2019-2020 and 2020-2021.	<ul style="list-style-type: none"> Copy of Audited Financial statement for the last three years should be submitted. For F.Y. 2020-21 – If Audited financial statement is not available then bidder may submit provisional certificate duly signed by CA/Statutory Auditor.	2018-19	
			2019-20	
			2020-21	
5.	The bidders should have positive Net worth during the past three consecutive financial years. i.e. 2018-19 , 2019-2020 and 2020-2021.	<ul style="list-style-type: none"> Audited Balance Sheet along with profit & loss statement for corresponding years. For F.Y. 2020-21 – If Audited financial statement is not available then bidder may submit provisional certificate duly signed by CA/Statutory Auditor	2018-19	
			2019-20	
			2020-21	
6.	The bidder should have implemented the proposed solution in any Public/Private Sector Bank/BFSI in India in last three years from the RFP date. Or If bidder has implemented the proposed solution in any Public/Private Sector Bank/BFSI in India prior to last three years, then the support should be continued till the RFP date. POCs done will not be treated as experience of the bidder.	<ul style="list-style-type: none"> Copy of the Purchase Order and Certificate of completion of work. 		
7.	The bidder must have arrangements/back to back tie-ups with OEM to undertake all software upgrades / modifications necessary to conform to any changes or modifications required by the Bank and in compliance of RBI/ regulatory compliance(in time bound manner),	<ul style="list-style-type: none"> Self-declaration to be submitted by bidder. 		

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

Sr. No	Criteria	Supporting Documents	Compliance (Yes/No)
	from time to time, during the contract period.		
8.	The Bidder / OEM should not have been blacklisted by any Govt. bodies / PSU / PSB during the last five years	<ul style="list-style-type: none"> Self declaration to be submitted 	
9.	The Bidder(s)/OEM, who have been associated with IDBI Bank Ltd for any contract for the past 5 years, have to submit the satisfactory performance certificate issued by the competent authority in the bank.	<ul style="list-style-type: none"> Submit the satisfactory performance certificate. 	
10.	Client references and contact details (Email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India.	<ul style="list-style-type: none"> Letter from bidder on letter head mentioning the required details. 	
11.	<p>Micro and Small Enterprises (MSE): Micro & Small Enterprises (MSEs) under Single Point Registration scheme (SPRS) are eligible to get the benefits under Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012 as notified by the Government of India, Ministry of Micro Small & Medium Enterprises, New Delhi vide Gazette Notification dated 23.03.2012 and amendment vide order no. S.O. 5670(E) dated 9th November 2018. Please note that Traders are not eligible for this Scheme.</p> <p>MSEs will have to meet all other eligibility criteria laid down in this RFP.</p> <p>For Eligible Bidders, exemption will be provided for cost of bid document and Earnest Money Deposit (EMD)</p>	<ul style="list-style-type: none"> Micro and Small Enterprises (MSEs) involved in manufacturing & Services to submit a valid SPRS Certificate received from NSIC along with Udyog Aadhaar Memorandum (UAM) / Udyam Registration. 	
12.	In terms of Notification No. F.No.6/18/2019-PDD dated July 23, 2020 issued by Public Procurement Division of Department of Expenditure, Ministry of Finance, any bidder from a country which	<ul style="list-style-type: none"> Both OEM and Bidders have to submit the approval from Competent Authority. Alternatively, Bidders should provide Certificate "Model 	

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

Sr. No	Criteria	Supporting Documents	Compliance (Yes/No)
	<p>shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.</p> <p>A copy of the aforesaid Notifications can be downloaded from Department of Expenditure website i.e. URL https://doe.gov.in/procurement-policy-division-0. The Guidelines may be treated as an integral part of the tender documents.</p>	<p><i>Certificate for Tenders</i>”, on their company’s letter head, as indicated on Annexure III at Page 11 of the Notification No. F.No.6/18/2019-PDD dated July 23, 2020 issued by Public Procurement Division of Department of Expenditure, Ministry of Finance.</p>	

Signature:

Name of the Authorized Person:

Designation:

Company Seal:

3. INDICATIVE COMMERCIAL BID (ANNEXURE-3)

(To be included in Indicative Commercial Bid Envelope and printed on bidders Letter Head)

Date: _____ (DD/MM/YYYY)

To,

The Deputy General Manager,
Information Technology Division
IDBI Bank Limited
IDBI Building, Plot No.39-41, Sector-11, CBD Belapur,
Navi Mumbai – 400 614, Maharashtra

Dear Sir,

**Reference: RFP for Procurement of IT Operations Management Solution
(REF No: IDBI-Bank/ITD/VMG/RFP/21-22/14 : September 24, 2021)**

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, submit our Indicative Commercial Bid in conformity with the said RFP documents :-

Cost of License/Implementation Charges:-

Sr. No.	Solution/Service	Item	Quantity	Unit Cost (Rs.)	Total Cost (Rs.)
A1	IT Asset Management Licenses for IT/Non-IT Assets of DC/DR/NDR.	Perpetual 8000 number of Device licenses (Total Number of Servers/Storages/Network/Security etc. devices)	Server/Storage – 3000 Network – 4600 Security Devices – 300 Other Devices-100 (The licenses should be modular in nature)		
A2	IT Service Management Software Licenses - Concurrent User Licenses (CCU).	Perpetual Admin/technician Users	50*		
A	Total Cost of all the components of the solution(A1+A2)				
B	Warranty and Support Cost	1 Year Warranty			
C	Installation and Implementation Cost	All the components of the solution.			
D1	Annual Technical Support (ATS) post warranty	For 1 st Year __ % of (A)			
D2		For 2 nd Year __ % of (A)			
D	Total ATS Cost (D1+D2))				
E	Any Other Cost				

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

**The License quantity mentioned above for IT Service Management is worked out keeping in view the Admin/technician users (i.e. Users who will execute or work for resolution). The proposed solution must have Unlimited End user (i.e. Users who will raise the call/Ticket request) License rights.*

Onsite Support starting after Go-Live @:				
Sr. No.	Item	Number of Resources*	Annual Rate per resource**	Total Quote for three years after implementation stage (INR)
1.	L1 or L2 Engineer			
Sub-Total (F)				

**The number of resources will be proposed by the bidder to provide the support and services as per scope of work defined for onsite resource. The total cost for onsite resource proposed above (F) will not be revised upward on account of requirement of additional resources as per defined scope of work of this RFP.*

*** If required, Bank may hire more number of resources as per above unit cost during the period of the contract, on account of modification in existing scope of work.*

@The resources as per the onsite support shall be required post completion of the Implementation phase.

Rate Contract for IT Asset Management Licenses for End Points				
Solution/Service	Item	Quantity \$	Unit Cost (Rs.)	Total Cost (Rs.)
IT Asset Management Licenses for End Points	Perpetual 5000 number of Device licenses for End Points	End Points - 5000		
Sub Total (G)				

§ The number of end points mentioned above is only indicative and added in TCO to discover the price/rate contract of IT Asset Management Licenses for End Points however Bank reserve the rights to procure or not during the entire contract period.

Summary of Total Cost:	
Item	Total Quote (INR)
i) Sub-Total (A) (Total Cost of all the components of the Solution)	
ii) Sub-Total (B) (Warranty and Support Cost for 1 year)	
iii) Sub-Total (C) (Installation and Implementation Cost)	
iv) Sub-Total (D) (Total AMC Cost for two years post one year Warranty Period)	
v) Any Other Cost (E)	
vi) Sub-Total (F) (Onsite Resource Cost)	
vii) Sub-Total (G) IT Asset Management Licenses for End Points	
TCO (A+B+C+D+E+F+G)**	
Amount in Words Rs.	

**** This will be the Total Cost of Ownership (TCO)/Total Project Cost and should be quoted in ORA.**

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

Note:

1. The final price for AMC post warranty period and Onsite Resource will remain unchanged for the total Contract period.
2. **All the prices indicated above are exclusive of taxes.**
3. Post ORA, the Successful Bidder (L1) shall submit to the Bank the price breakup for the ORA amount in the format as provided above in the Commercial bid.
4. The rate contract for the software licenses will be valid for the period of three Year plus 3 months (i.e. Implementation period) from the date of acceptance of the First Purchase Order / Contract date whichever is earlier.

(Signature)

(Name of the signatory)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

(Company Seal)

Date:

Place:

4. PRICE SCHEDULE – FORMAT (ANNEXURE-4)

(To be included as part of the Indicative Commercial Bid)

- 1) Having perused the Bid Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer our services as vendor, in conformity with the said Bid Documents at rates mentioned in the Indicative commercial bid.
- 2) Prices quoted are exclusive of taxes.
- 3) ALL other Taxes / Duties / levies and charges for packing, forwarding, freight, transit insurance, loading and unloading, are included in the Bid price.
- 4) Applicable taxes would be deducted by the Bank at source, if any, as per prevailing rates.
- 5) In case of discrepancy between unit price and total price, the unit price shall prevail.
- 6) In case of discrepancy between figures and words, the amount in words shall prevail.
- 7) The unit / total price of the equipment's should be rounded off to the nearest rupee, in the price break up sheet.
- 8) For the above, any decision of Bank, in this behalf shall be final, conclusive and binding on us
- 9) We undertake to supply upgraded model of the product in case of technological obsolescence / non-availability of contracted product/model. The supply of upgraded product, subject to the Bank's approval, will be at the same contracted price as the obsolete model.

Sign

Name of the signatory

Designation

Company Seal.

Date:

Place:

5. FORMAT OF POWER-OF-ATTORNEY (ANNEXURE – 5)

(On Stamp Paper of relevant value)

POWER OF ATTORNEY

Know all men by these presents, we M/s _____, _____ (name of the Bidder and its address) do hereby appoint and authorize Shri _____ (full name and residential address) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for _____, in response to the RFP **Procurement of IT Operations Management Solution** floated by IDBI Bank Ltd (hereinafter referred to as **IDBI Bank**), including signing and submission of all documents and providing information/responses to IDBI Bank in all matters in connection with our Bid.

We hereby agree, declare and undertake that all the acts, deeds and things lawfully done by our said attorney shall be construed as acts, deeds and things done, performed and executed by us and we hereby agree to ratify and confirm all acts, deeds and things lawfully done by our said attorney pursuant to this irrevocable Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this _____ day of _____ 2021

For or on behalf of M/s _____

(Authorised Signatory)
(Name, Designation and Address)

Accepted

(Authorised Signatory)
(Name, Title and Address of the Attorney)

Date:

Witnesses:

1) (Name, Signature & Address)	2) (Name, Signature & Address)
---------------------------------------	---------------------------------------

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

6. UNCONDITIONAL ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP (ANNEXURE – 6)

(To be submitted on the Company's Letter Head and included in the Technical Bid Envelope)

Date: _____ (DD/MM/YYYY)

To,
The Deputy General Manager,
Information Technology Division
IDBI Bank Limited
IDBI Building, Plot No.39-41, Sector-11, CBD Belapur,
Navi Mumbai – 400 614, Maharashtra

Dear Sir,

**Reference: RFP for Procurement of IT Operations Management Solution
(REF No: IDBI-Bank/ITD/VMG/RFP/21-22/14 : September 24, 2021)**

This is to confirm that we absolutely and unconditionally accept all the terms and conditions as mentioned in the said RFP floated by IDBI Bank Ltd regarding **Procurement of IT Operations Management Solution**.

(Authorized Signatory)

Name of the signatory _____

Designation _____

(Company Seal)

7. MANUFACTURERES AUTHORISATION FORM FROM OEM (ANNEXURE – 7)

(To be submitted on OEM's letterhead and included in the Technical Bid Envelope)
(There would not be any modification allowed in the format and bidder should manage to obtain the same from OEM.)

To,
DGM (ITD)
IDBI Bank Limited,
IDBI Bldg, Ground Floor, Sector Eleven,
CBD Belapur, Navi Mumbai – 400614

**Reference: RFP for Procurement of IT Operations Management Solution
(REF No: IDBI-Bank/ITD/VMG/RFP/21-22/14 : September 24, 2021)**

We _____ (**OEM Vendor**) of _____ solution hereby authorize **M/s. _____ (Bidder / Vendor Name)** to offer their quotation, negotiate and conclude the contract with you against the above invitation for the Bid.

We hereby extend our comprehensive 1 year warranty as per terms and conditions of the tender and the contract for our application/System/solution/ services offered against this invitation for Bid by the above firm.

We also extend our back to back service support and assurance of availability of our equipment/Solution and their components as per terms and conditions of the tender, to **M/s. _____ (Vendor Name)** for a further period of 2 years after expiry of 1 years warranty period.

Dated at _____ this _____ day of _____ 2021.

Signature : _____
Name : _____
Designation : _____
Company seal : _____

8. SELF DECLARATIONS (ANNEXURE – 8)

(To be submitted on the Company's Letter Head and included in the Technical Bid Envelope)

Date: _____ (DD/MM/YYYY)

To,
The Deputy General Manager,
Information Technology Division
IDBI Bank Limited
IDBI Building, Plot No.39-41, Sector-11, CBD Belapur,
Navi Mumbai – 400 614, Maharashtra

Dear Sir,

**Reference: RFP for Procurement of IT Operations Management Solution
(REF No: IDBI-Bank/ITD/VMG/RFP/21-22/14 : September 24, 2021)**

We, _____ (name and designation) on behalf of M/s _____ having its registered office at _____ have submitted a Bid proposal to IDBI Bank for _____ in response to the RFP dated _____ (DD/MM/YYYY) issued by IDBI Bank.

- i. We are duly authorized persons to submit this undertaking.
- ii. We have read and understood the aforesaid RFP document and we hereby convey our absolute and unconditional acceptance to the aforesaid RFP document.
- iii. We do not have any business relationship with IDBI Bank including its directors and officers which may result in any conflict of interest between us and IDBI Bank. We shall on occurrence of any such event immediately inform the concerned authorities of the same.
- iv. We have submitted our Bid in compliance with the specific requirements as mentioned in this RFP document.
- v. We declare and confirm that on award of the Contract, we shall not make any request for modifications in the prescribed formats of legal documents.
- vi. We have provided with all necessary information and details as required by IDBI Bank and shall provide with such additional information's may be required by IDBI Bank from time to time.
- vii. Neither we nor any of our employee / director has been barred from providing the Services nor are we in negative list/blacklisted by any public sector banks, statutory or regulatory or investigative agencies in India or abroad in the last 5 years.
- viii. There are no vigilance and / or court cases pending against us / company and no inquiry or investigation pending against us from any statutory regulatory and / or investigation agency.
- ix. All the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are aware that we would be liable to any punitive action in case of furnishing of false information / documents.

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

- x. We also undertake that, we were/are never involved in any legal case that may affect the solvency / existence of our organization or in any other way that may affect capability to provide / continue the services to bank.

It is further certified that we have not modified or deleted any text/matter in this RFP document / Bid Document.

Dated this _____ day of _____ 2021

(Authorized Signature)

(Company Seal)

Name: Shri _____

In the capacity of _____

Duly authorized to sign bids for and on behalf of: M/s _____

9. CONTRACT FORM (ANNEXURE – 9)

(To be submitted by the Successful Bidder)

THIS AGREEMENT made at _____ the _____ day of _____ two thousand twenty one

between

IDBI BANK LIMITED, a company registered under the Companies Act, 1956 (1 of 1956) and company within the meaning of section 2(20) of companies Act, 2013 and a Banking Company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) with CIN L65190MH2004GOI148838 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 (hereinafter called "**the Purchaser**" / "**IDBI Bank**" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns) of the **ONE PART** and M/s _____ (Name of Successful Bidder) of _____ (Please specify the registered office of the Successful Bidder) (Hereinafter called "**the Vendor**" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the **OTHER PART**;

The Purchaser and Vendor are hereinafter collectively referred to as "**Parties**" and individually as "**Party**"-

WHEREAS

IDBI Bank being desirous of Appointing of Vendor **for Procurement of IT Operations Management Solution** as detailed in Scope of Work and Service Level Expectation of **RFP No. IDBI-Bank/ITD/VMG/RFP/21-22/14 dated September 24, 2021.**

The Successful Bidder has represented to IDBI Bank that it has necessary and requisite experience and expertise to offer the Services to IDBI Bank in terms of its constitutional documents i.e. Memorandum and Articles of Association, partnership deed etc, as applicable.

As a pre-condition in pursuance to above, the Parties are desirous of setting out the understanding and arrangement between them with respect to the Services and have accordingly, agreed to enter into this Agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFP document.
- 2) The terms and conditions, Scope of Work and Service Level Expectation of the signed original copy of the RFP no. **IDBIBank/ITD/VMG/RFP/2020-21/14**, dated **September 24, 2021** submitted by the Vendor with the Purchaser shall form an integral part of this Agreement/contract and be read in conjunction with this Contract Form.
 - a. The parties hereto by way of abundant precaution do hereby agree, admit & declare that the entire Vendor's representations, warranties & undertakings recorded in the RFP document shall be deemed to be incorporated and adopted herein by reference to constitute and form an integral part of this contract form.

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

- b. Each of the representations, warranties and undertakings of the Vendor contained in the RFP document shall be deemed to have been made as of the date hereof. In consideration of the payments to be made by the Purchaser to the Vendor as hereinafter mentioned, the Vendor hereby agrees and covenants with the Purchaser to provide/render the Services and to remedy defects, if any therein, strictly in conformity in all respects with the provisions of the Contract.
- 3) In consideration of the payments to be made by the Purchaser to the Vendor as hereinafter mentioned, the Vendor hereby agrees and covenants with the Purchaser to provide/render the Services and to remedy defects, if any therein, strictly in conformity in all respects with the provisions of the present Agreement.
- 4) The Purchaser hereby agrees and covenants to pay the Vendor in consideration of the rendering of the Services, furnish necessary undertakings, guarantees and also to remedy defects, if any therein, the Contract price or such other sum as may become payable under the provisions of the present Agreement at the times and in the manner prescribed by this Agreement.
- 5) This Agreement supersedes any prior proposal, understanding or representation of the Parties in the subject matter.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month and year first above written.

Signed and Delivered by the within named

Signature:

Name: _____

Date: _____ (DD/MM/YYYY)

IN THE PRESENCE OF

<p>1. Signature</p> <p>Name: _____</p> <p>Address: _____</p>	<p>2. Signature</p> <p>Name: _____</p> <p>Address: _____</p>
--	--

Signed and Delivered by the within named

Date: _____ (DD/MM/YYYY)

IN THE PRESENCE OF:

<p>1. Signature</p> <p>Name: _____</p> <p>Address: _____</p>	<p>2. Signature</p> <p>Name: _____</p> <p>Address: _____</p>
--	--

10. PERFORMANCE BANK GUARANTEE FOR WARRANTY PERIOD (ANNEXURE – 10)

(To be submitted by the Successful Bidder)

Bank Guarantee No.	
Bank Guarantee Amount	
Expiry Date	
Claim Amount	

GUARANTEE FOR PERFORMANCE OF CONTRACT

THIS GUARANTEE AGREEMENT executed at _____ this _____ day of _____
Two Thousand Twenty One.

BY:

_____ Bank, a body corporate constituted under _____, having its Registered Office/ Head Office at _____, and a Branch Office at _____ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:

IDBI BANK LIMITED, a company registered under the Companies Act, 1956 (1 of 1956) and company within the meaning of section 2(20) of companies Act, 2013 and Banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) with CIN No. L65190MH2004GOI148838 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 and having its Branch Office amongst other places (hereinafter referred to as "**Bank**" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

1. **WHEREAS**, Bank vide **RFP No. IDBI-Bank/ITD/VMG/RFP/21-22/14 dated September 24, 2021** called for the bids for Appointment of Vendor for **Procurement of IT Operations Management Solution**. M/s _____ have been appointed as the Successful Vendor (hereinafter referred to as "**Vendor**") and accordingly has entered into Contract with Bank subject to the terms and conditions contained in the said documents and the Vendor has duly confirmed the same.
2. **AND WHEREAS** pursuant to the RFP Document, the Contract Form, Annexure Forms and the other related documents (hereinafter collectively referred to as "**the said documents**", the Bank has agreed to avail from M/s _____ and M/s _____ has agreed to provide to the Bank _____, more particularly described in the Scope of work, Service Level Expectation, Schedule/Annexure to the said documents (hereinafter collectively referred to as "**the Services**"), subject to payment of the Contract price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained the said documents. The Vendor has also furnished indemnity deed and Non-Disclosure Agreement and as such is bound by the same.
3. **AND WHEREAS** the Vendor has duly signed the said documents.
4. **AND WHEREAS** in terms of the Contract, the Vendor has agreed to provide the Services and to procure an unconditional and irrevocable Performance Bank Guarantee, in favor of the Bank, from a bank acceptable to the Bank for securing _____ towards faithful observance

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

and performance by the Vendor of the terms, conditions, covenants, stipulations, provisions of the Contract/the said documents.

5. **AND WHEREAS** at the request of the Vendor, the Guarantor has agreed to guarantee the Bank, payment of the **3% of the Contract Price (excluding ATS and Cost of Resource for Support) / 3% of ATS Cost and Cost of the Resource** (*Strike out which ever is not applicable*) amounting to _____ (in words), with a period so as to cover ____**months period + 12 months claim period** towards faithful observance and performance by the Vendor of the terms of the Contract and the said documents.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

In consideration of the above premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees to the Bank as follows:

1. The Guarantor hereby guarantees and undertakes to pay, on demand, to the Bank at its office at Mumbai forthwith, the _____ or any part thereof, as the case may be, as aforesaid due to the Bank from the Vendor , towards any loss, costs, damages, etc. suffered by the Bank on account of default of the Vendor in the faithful observance and performance of the terms, conditions, covenants, stipulations, provisions of the Contract, without any demur, reservation, contest, recourse or protest or without any reference to the Vendor. Any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank and the Vendor or any dispute between the Bank and the vendor pending before any Court, Tribunal, Arbitrator, or any other authority.
2. The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.
3. The Bank shall be the sole judge to decide whether the Vendor has failed to perform the terms of the Contract for providing the Services by the Vendor to the Bank, and on account of the said failure what amount has become payable by the Vendor to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.
4. To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank.
5. The liability of the Guarantor, under this Guarantee shall not be affected by:-
 - 5.1. any change in the constitution or winding up of the vendor or any absorption, merger or amalgamation of the Vendor with any other company, corporation or concern; or
 - 5.2. any change in the management of the Vendor or takeover of the management of the vendor by the Government or by any other authority; or
 - 5.3. acquisition or nationalization of the Vendor and/or of any of its undertaking(s) pursuant to any law; or
 - 5.4. any change in the constitution of Bank/Vendor; or
 - 5.5. any change in the set-up of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or
 - 5.6. The absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.

6. Notwithstanding anything contained hereinabove, the liability of the Guarantor hereunder shall not exceed the rupee equivalent of _____ (In words) being the 3% of the **Contract Price (excluding ATS and cost of resource for support)/ 3% of ATS cost and cost of resources** (*Strike out which ever is not applicable*).

7. This Guarantee will expire on _____ (DD/MM/YYYY). Any demand or claim under this Guarantee must be received by the Guarantor by _____ (DD/MM/YYYY) and if no such demand or claim has been received by the Guarantor by the date mentioned as aforesaid, then all the rights of the Bank under this Guarantee shall cease.

8. The Parties agree that any dispute between the Parties, which cannot be settled by negotiation CGM (ITD) and Bank, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within thirty (30) days of the failure of negotiations. Arbitration shall be held in Mumbai, India and conducted in accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The Sole Arbitrator shall be appointed by the Bank. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Mumbai alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction.

9. For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of Mumbai city where the Bank has its Registered Office shall alone have jurisdiction to the exclusion of all other courts.

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY
the within named Guarantor,

by the hand of Shri _____,
its authorized official.

11. NON-DISCLOSURE AGREEMENT (ANNEXURE – 11)

(To be submitted by the Successful Bidder on Rs.100/- stamp paper)

This Non-Disclosure Agreement entered into at _____ this _____ day of _____ Two Thousand Twenty One

Between

IDBI Bank Limited, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and a company within the meaning of section 2(20) of companies Act, 2013 and a Banking Company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) with CIN No. L65190MH2004GOI148838 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 (hereinafter called **“the Purchaser”/ “the Bank”** which expression shall unless it be repugnant to the subject, context or meaning thereof be deemed to mean and include its successors and assigns) of the **ONE PART**

AND

M/s _____ (Name of Vendor) of _____ (Please specify the registered office of the Vendor) (Hereinafter called **“the Vendor”/ “Contractor”** which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and permitted assignees) of the **OTHER PART**;

WHEREAS, Bank called for the bids (RFP bearing ref.No. **IDBI-Bank/ITD/VMG/RFP/21-22/14 dated September 24, 2021**) for Appointment of Vendor for **Procurement of IT Operations Management Solution** for use at branches / Offices/ Other locations of the Bank. M/s _____ (hereinafter referred to as **“Bidder”**), after going through the Bid Documents and being interested to act as Vendor and provide the services for delivery, installation, implementation, migration and commissioning of hardware upgrade product / service / software / solution for IDBI Bank branches/offices/other locations has submitted its bid hereafter referred to as the **“Services”**.

WHEREAS, the Vendor is aware and confirms that the information, data, drawings and designs, and other documents made available in the RFP document / the Contract and thereafter regarding the Services as furnished by the vendor in their Request For Proposal or otherwise and all the Confidential Information under the RFP document/the Contract is privileged and strictly confidential and/or proprietary to the Bank,

NOW THEREFORE, in consideration of the foregoing, the Vendor agrees to all of the following conditions, for the Bank, to grant the vendor specific access to the Bank’s property/information and other data.

In connection with this Agreement,

“ Confidential Information” means all intellectual property information; technical or business information or material not covered; proprietary or internal information related to the current, future and proposed products or services of the Parties including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Bank provide regarding third parties; information disclosed pursuant to scope of work, service level expectation as stated in RFP document & other documents; documents, accounts, business plans, information or documents whatsoever, concerning business, policies, strategy, property, contracts, trade secrets, transactions, or interested parties of the Bank or its Subsidiaries or Affiliates and/or any other information whether disclosed to the other Party in oral, graphic, written, electronic or machine

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

readable form, and whether or not the information is expressly stated to be confidential or marked as such, all Trade Secrets and other proprietary information including but not limited to customer list, financial information, and pricing information.

It is hereby agreed as under:

- a) The Vendor agree that they shall hold in trust any Confidential Information received by it from the Bank, under this Contract, and the strictest of confidence shall be maintained in respect of such Confidential Information. The parties also agree and undertake to:
 - i. maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
 - ii. make copies as specifically authorized by the prior written consent of the Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - iii. restrict access and disclosure of confidential information to such of their employees, agents, vendor, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
 - iv. Treat Confidential Information as confidential for a period of five (5) years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.
- b) Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 (thirty) days of such disclosure. Confidential Information does not include information which:
 - i. the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - ii. is independently developed by the recipient without breach of this Contract;
 - iii. is the public domain;
 - iv. is received from a third party not subject to the obligation of confidentiality with respect to such information;
 - v. is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.

- c) Notwithstanding the foregoing, the Vendor acknowledge that the nature of the Services to be performed under this Contract may require the Vendor's personnel to be present on premises of the Bank or may require the vendor's personnel to have access to computer networks and databases of the Bank while on or off premises of the Bank. It is understood that it would be impractical for the Bank to monitor all information made available to the Vendor's personnel under such circumstances and to provide notice to the Vendor's of the confidentiality of all such information. Therefore, the Vendor agrees and undertakes that any technical or business or other information of the Bank that the vendor's personnel, or agents acquire while on the Bank premises, or through access to the Bank computer systems or databases while on or off the Bank premises, shall be deemed Confidential Information.
- d) Confidential Information shall at all times remain the sole and exclusive property of the Bank. Upon termination of this Contract, confidential information shall be returned to the Bank or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties. Nothing contained herein shall in any manner impair or affect rights of Bank in respect of the Confidential Information.

- e) The Parties agree that any dispute between the Parties, which cannot be settled by negotiation CGM(ITD) and Bank, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within thirty (30) days of the failure of negotiations. Arbitration shall be held in Mumbai, India and conducted in accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The Sole Arbitrator shall be appointed by the Bank. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Mumbai alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction.
- f) In the event that the vendor becomes legally compelled to disclose any Confidential Information, Vendor shall give sufficient notice to the Bank to enable the Bank to prevent or minimize to the extent possible, such disclosure. Vendor shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the Bank. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Vendor applies to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Contract.
- g) The provisions hereunder shall survive termination of the Contract.

Sign

Name _____

Designation _____

Company Seal

Place:

Date:

Accepted (Bank)

Sign _____

Name _____

Designation _____

Company Seal

Place:

Date:

12. DEED OF INDEMNITY (ANNEXURE – 12)

(To be submitted by the Successful Bidder on Rs.500/- stamp paper)

This Deed of Indemnity executed at Mumbai on the _____ day of _____ two thousand Twenty One by

M/s _____ <insert name of the Successful Bidder> (hereinafter referred to as **“the Obligor”** which expression shall unless it be repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

IN FAVOUR OF

IDBI Bank Limited, a company registered and incorporated under the Companies Act, 1956 (1 of 1956) and company within the meaning of section 2(20) of companies Act, 2013 and a Banking company within the meaning of section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) with CIN L65190MH2004GOI148838 having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Colaba, Mumbai – 400 005 (hereinafter referred to as **“the Bank”** which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include its successors and assigns)

Now, the Bank and Successful Bidder wherever the context so permits, shall hereinafter collectively refer to as the **“Parties”** and individually as a **“Party”**.

WHEREAS,

Bank vide RFP No. **IDBI-Bank/ITD/VMG/RFP/21-22/14** dated **September 24, 2021** called for the bids for appointing of Vendor for **Procurement of IT Operations Management Solution** M/s _____ have been appointed as the Successful Vendor.

1) The Obligor has

- a) offered to supply, install, hardware upgrade product / service / solution & provide / carry out their Commissioning for existing and proposed new branches /offices/ other locations of IDBI Bank (“Services”) as inclusively stated under Service Level Expectations and Specifications Systems & Solutions;
- b) represented and warranted that they have obtained all permissions, consents, licenses, registrations, confirmations, approvals from all authorities, both regulatory and non-regulatory, including statutory or otherwise, local, municipal, governmental, quasi-governmental, as are required under Applicable Laws for executing the Services to the Bank and also represented and covenanted that all above approvals shall remain in force during Contract period;
- c) represented and warranted that the aforesaid Services offered to the Bank do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied the same will be got remedied immediately to the satisfaction of the Bank;
- d) represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such contract(s) with the Bank;

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

- 2) The Bank, relying and based on the aforesaid representations and warranties of the Obligor, has agreed to avail the services of the Obligor on the terms and conditions contained in its Contract dated _____(DD/MM/YYYY) (the Contract) with the Obligor;
- 3) One of the conditions of the aforesaid Contract is that the Obligor is required to furnish an indemnity in favor of Bank indemnifying the latter against any loss, damages or claims arising out of any violations of the applicable laws, regulations, guidelines during the execution of its services to the Bank over the Contract period as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor.
- 4) In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of the Bank as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER:

In consideration of the Bank having agreed to award the aforesaid Contract to the Obligor, more particularly described and stated in the aforesaid Contract, the Obligor do hereby agree and undertake that:

1. The Obligor shall, at all times hereinafter, save and keep harmless and indemnified Bank, including its respective directors, officers, and employees and keep them indemnified from and against any costs, damages, claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said Contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the Bank by whomsoever and all losses, damages, costs, charges and expenses that the Bank may incur by reason of any claim made by any claimant or any third parties or liabilities of any kind howsoever suffered for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, fire, destruction, deliberate or claim arising due to infringement of Intellectual Property Rights including but not limited to patent, trademark, logo, copy-rights or industrial drawings and design arising from use of the services or any part thereof otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the environmental damages, if any, which may occur during the Contract period.
2. The Obligor further agrees and undertakes that the Obligor shall, during the Contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal, statutory, regulatory and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.
3. The Obligor further agrees to provide complete documentation of all sub-systems, operating systems, systems software, utility software and other software, they are having. The Obligor shall also provide licensed software for all software services, whether developed by it or acquired from others for performing the obligations under the Contract. The Obligor shall also indemnify and keep indemnified the Bank against any levies / penalties / claims / demands litigations, suits, actions, judgments, and or otherwise on account of any default and or breach and or otherwise in this regard.
4. If any additional approval, consent or permission is required by the Obligor to execute and perform the Contract during the currency of the Contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
5. The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Contractor the insolvency, bankruptcy, re-organization, dissolution, liquidation or change in ownership of the Bank or Obligor or any

other circumstance whatsoever which might otherwise constitute a discharge of or defense to an indemnifier.

6. The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or Contract (whether or not known to it, or to the Bank).
7. This indemnity shall survive the aforesaid Contract.
8. Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Contract and or as stated above.
9. The Parties agree that any dispute between the Parties, which cannot be settled by negotiation CGM(ITD) and Bank, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within thirty (30) days of the failure of negotiations. Arbitration shall be held in Mumbai, India and conducted in accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The Sole Arbitrator shall be appointed by the Bank. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Mumbai alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction.
10. This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to any this indemnity may be brought in the Courts/Tribunals at Mumbai. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.
11. The Bank may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of the Bank.

The words and expressions not specifically defined shall have the same meanings as are respectively assigned to them in the Bid Document.

IN WITNESS WHEREOF the Obligor has signed these presents on the day, month and year first above written.

Signed and Delivered on behalf of (M/s _____)

by the hand of Mr/Ms/Mrs _____ (Designation _____),

the authorized official of the obligor

13. LETTER FOR REFUND OF EMD (ANNEXURE – 13)

(To be submitted on the Company's Letter Head and included in the Technical Bid Envelope)

Date: _____ (DD/MM/YYYY)

To,

The Deputy General Manager,
Information Technology Division,
IDBI Bank Limited,
Plot No: 39-41, Sector 11,
CBD Belapur, Navi Mumbai - 400614.

Dear Sir,

**Reference: RFP for Procurement of IT Operations Management Solution
(REF No: IDBI-Bank/ITD/VMG/RFP/21-22/14 : September 24, 2021)**

We _____ (Company/Firm/LLP Name) had participated in the **RFP for Procurement of IT Operations Management Solution** and are unsuccessful Bidder.

or

We _____ (Company/Firm/LLP Name) had participated in the **RFP for Procurement of IT Operations Management Solution** and are Successful Bidder and we had submitted all the legal Documents.

Kindly refund the EMD submitted for participation. Details of EMD submitted are as follows:

Sr.No.	Bidder Name	UTR Number	Sender Bank Name	Amount Rs.

Bank details to which the money needs to be credited via NEFT are as follows:

1.	Name of the Bank with Branch	
2.	Account Type	
3.	Account Title	
4.	Account Number	
5.	IFSC Code	
6.	PAN no.	
7.	GST No:	

Signature : _____
Name : _____
Designation : _____
Company seal : _____

14. INFORMATION SECURITY CERTIFICATE (Annexure – 14)

(To be submitted on the Company's Letter Head and included in the Technical Bid Envelope)

**Reference: RFP for Procurement of IT Operations Management Solution
(REF No: IDBI-Bank/ITD/VMG/RFP/21-22/14 : September 24, 2021)**

This is to certify that–

1. Hardware and the software/future upgrades being offered do not contain any kind of malicious code such as Viruses, Trojan, Spyware that would:
 - (a) Obstruct the desired and the designed function of hardware.
 - (b) Cause physical damage to the user or their equipment during the usage of the equipment.
 - (c) Tap the information regarding network, users and information stored on the network of the Bank or in its CBS Platform or otherwise.
 - (d) Culminate into software attack, cyber attack, theft of intellectual property rights, identity theft, theft of equipment or information, sabotage & information extortion;
2. We undertake to be liable in case of any loss that may be caused to the Purchaser due to the breach of any of the aforesaid assurances & representations and also for any physical damage, loss of information, loss of reputation and those relating to copyright and Intellectual Property Rights (IPRs), caused due to activation of any such malicious code in the hardware / software supplied.
3. We shall make sure that the sensitive data (such as password, financial information, biometric information, personal information etc.) shared by the Bank will be kept within the geographical boundaries of India.

Signature : _____
Name : _____
Designation : _____
Company seal : _____

15. PRE – BID QUERIES (ANNEXURE – 15)

(To be submitted in excel file format at email address mentioned in the Schedule of events & vmg.procurement@idbi.co.in)

Bidder Name :				
Contact Person :				
Contact no / email id:				
S. No	RFP Ref Page no	RFP Clause no	Existing clause Details	Clarification Sought
1				
2				
3				
4				
5				
6				

Signature : _____
Name : _____
Designation : _____
Company seal : _____

16. BIDDER PROFILE (ANNEXURE – 16)

(To be submitted on the Company's Letter Head and included in the Technical Bid Envelope)

Date: _____ (DD/MM/YYYY)

To,

The Deputy General Manager,
Information Technology Division
IDBI Bank Limited
IDBI Building, Plot No.39-41, Sector-11, CBD Belapur,
Navi Mumbai – 400 614, Maharashtra
Dear Sir,

Reference: RFP for Procurement of IT Operations Management Solution
(REF No: IDBI-Bank/ITD/VMG/RFP/21-22/14 : September 24, 2021)

Sr. No	Particulars	Response
1.	Name & Registered Office Address of the Bidder	
2.	Type of organization & year of incorporation / Registration. (Copy of certificate of registration / incorporation to be submitted)	
3.	PAN No (Copy of PAN card to be submitted)	
4.	GST No (Copy of GST reg. to be submitted)	
5.	Correspondence address at Mumbai with contact person/s Details: Name: Telephone No.& Mobile No. Email Id: etc.	
6.	Contact person/s Details for the purpose of this RFP: Details: Name: Telephone No & Mobile No.: Email Id: etc.	
7.	Name and designation of the person authorized to sign the Bid / proposal and all other documents incidental to the RFP.	

Please find enclosed the supporting documents for above response.

Signature:

Name of the Authorized Person:

Designation:

(Company Seal)

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

17. TECHNICAL COMPLIANCE SHEET (ANNEXURE-17)

(To be submitted on the Company's Letter Head and included in the Technical Bid Envelope)

Date: _____ (DD/MM/YYYY)

To,

The Deputy General Manager,
Information Technology Division
IDBI Bank Limited
IDBI Building, Plot No.39-41, Sector-11, CBD Belapur,
Navi Mumbai – 400 614, Maharashtra

Dear Sir,

**Reference: RFP for Procurement of IT Operations Management Solution
(REF No: IDBI-Bank/ITD/VMG/RFP/21-22/14 : September 24, 2021)**

The detailed functional requirements are mentioned below. The bidder to submit the compliance (Yes/No) without any deviation/disclaimer/remarks.

Sr. No.	Technical Specifications	Category	Compliance Yes/No	Score for Desirable	Datasheet/ Reference
	General				
1.	The proposed solution should include the following functionalities through a single solution 1. Asset Life Cycle Management 2. Workflow Management 3. Inventory Management 4. IT Service Management 5. Service Ticketing and Fulfillment 6. Change and Release Management 7. Capacity Management 8. Incident and Problem Management 9. Configuration Management Database 10. Orchestration 11. Integration with existing Patch management system (BigFix Enterprise Solution). 12. Integration with existing Enterprise Vulnerability Management tool of the Bank.	Mandatory			
2.	The proposed Solution should be scalable Web based solution which shall be used for management of all IT Assets of the Data Center's.	Mandatory			
3.	IT Assets to be managed by the solution shall include (but not limited to): Servers, Network Devices, Switches, Routers, SAN switches, tape libraries, Load balancers, firewalls, Software & applications, Non-Networking Devices & Peripherals, and other IP enabled assets at Data Centers.	Mandatory			

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Sr. No.	Technical Specifications	Category	Compliance Yes/No	Score for Desirable	Datasheet/ Reference
4.	The proposed Solution has functionalities for managing key ITIL functions and processes including and not limited to: IT Service Desk, Incident, Request, Knowledge, Problem, Change, Configuration, Service Level & Asset Management functions.	Mandatory			
5.	The solution supports IT Service Management (ITSM) process workflow for assignment, routing, approval etc. Approvals can also be provided through e-mail, mobile application.	Mandatory			
6.	The solution supports ITIL version 2 and version 3 frameworks including terms and definitions. It should be optimized for ITILv4 version support.	Mandatory			
7.	The solution to provide Encrypted Data at motion and at rest.	Desirable		1	
8.	The solution should provide Search capabilities in all ITSM processes. Functionalities such as adhoc queries, save queries, user queries, role-based queries, and shared / public queries should be supported.	Mandatory			
9.	The solution should have the ability to configure the graphical user interface by using drag and drop for windows and fields, group or role-based preferences (colors, layout, etc.) and it should support object-specific pop-up menus in the graphical user interface.	Desirable		1	
10.	The solution should come with a single sign on. It should integrate with Bank's AD.	Mandatory			
11.	<p>The solution should provide role based access to various categories of users such as but not limited to:</p> <ol style="list-style-type: none"> 1. Administrators of Proposed Solution 2. Auditors 3. System Administrators 4. Database Administrators 5. Patch Administrators 6. InfoSec Solution Administrators 7. Network Administrators 8. IT Managers 9. Application Owners 10. Business Users 11. Helpdesk Users 12. Vulnerability Management Users <p>Only the relevant modules / menu options of the proposed solution should be available to the authorized users based on the users' roles as per Bank's policy.</p>	Mandatory			
12.	The solution should capture the Approval & Procurement details for assets and various AMC / ATS renewals. It should also have facility to upload scan / soft copy of corresponding approval notes, RFP/RFQ, purchase orders, installation reports, project signoffs	Mandatory			

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Sr. No.	Technical Specifications	Category	Compliance Yes/No	Score for Desirable	Datasheet/ Reference
	etc.				
13.	If multiple assets are procured through single PO, Bank should be able to provide warranty period, procurement value, location etc for each asset.	Mandatory			
14.	The solution should generate Asset ID (Barcode / QR Code / RFID based) for the physical assets.	Desirable		1	
15.	Solution should have facility to modify asset details.	Mandatory			
16.	Solution should have Maker – Checker facility for critical data inputs.	Mandatory			
17.	The solution should capture payment milestones, SLA parameters & penalty terms of various vendors of the Bank as defined in the respective RFP/RFQ/PO to track the same.	Mandatory			
18.	For each IT Asset, it should have provision for assigning Asset Owner Name, Asset Owner Department, Asset Custodian, Asset Location, Asset Sub Location, Asset Rack Number & Location, Environment Detail (UAT / Prod / DR), Risk Owner, Risk Rating (CIA - Confidentiality / Integrity / Availability), BCP Status etc. Solution should provide pre-populated list of users / departments / location etc drawn from other systems such as HRMS, for selecting the value of such fields.	Mandatory			
19.	Bank is using Oracle Financials & system for maintaining the Bank wide Master Asset List. The proposed solution should be able to map asset details generated (such as Asset Type, Asset ID, Serial Number etc) into Oracle Financials & Virmati FAMS through APIs.	Desirable		1	
20.	The solution should also be able to fetch the payment status and depreciation value of assets through Oracle Financials.	Desirable		1	
21.	It should provide mechanism to reconcile the assets collected through different sources such as assets created in proposed systems vs (a) assets discovered, (b) assets available in Patch Management System, (c) assets available in Oracle Financials, Virmati FAMS	Desirable		1	
22.	Solution should have provision for capturing inventory detail of business applications, along with relevant attributes such as Application Name, Version, OEM Name, Application Owner, Business Application Group Name etc.	Mandatory			
23.	The proposed solution should be able to capture call logging mechanisms and escalation matrix of vendors for different types of assets.	Mandatory			
24.	Bank has outsourced management of its IT	Desirable		1	

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Sr. No.	Technical Specifications	Category	Compliance Yes/No	Score for Desirable	Datasheet/ Reference
	Infrastructure to System Integrator (SI). SI logs calls with various AMC / ATS vendors for resolution of issues. Solution should provide facility to capture the customized call attributes & track the calls raised to AMC / ATS vendors and should also track their SLAs.				
25.	The solution should be able to share data with other systems/solutions and integrate with Security information and event management (SIEM), and HRMS via APIs.	Mandatory			
26.	The proposed solution should be able to integrate with existing patch management system (IBM BigFix Enterprise Solution) of the Bank to populate necessary detail / track changes in IT assets, patch implementation and due patches status.	Mandatory			
27.	The proposed solution should integrate with existing Enterprise Vulnerability Management tool of the Bank and should be able to track VA and Configurational observations, maintain historical data about the vulnerability. It should be tightly integrated with the ITSM for auto or manual creation of the tickets for VA closure.	Mandatory			
28.	The solution should provide reports for various requirements such as asset inventory, application inventory, OS count, DB inventory, asset movement history, software license usage, for each assets ,EOS/EOL Reports etc.	Mandatory			
	IT Asset Discovery & Repository				
29.	The solution should be able to do a complete auto discovery across distributed and heterogeneous IT environment (i.e., physical servers, virtual servers, network devices, SAN switches, SAN storages, Load Balancers, Firewalls, applications, software, middleware, databases etc).	Mandatory			
30.	The solution should have auto discovered mapping of Virtual servers with corresponding Physical servers / clusters.	Mandatory			
31.	The solution should automatically learn & understand inter dependencies based on network communication traffic between discovered entities and provide a clear and visual mapping of IT infrastructure to business applications / services.	Mandatory			
32.	Solution should have facility to create / modify / delete broad level business application groups (such as Internet Banking or Treasury or Core Banking etc.) using discovered objects.	Desirable		1	

Sr. No.	Technical Specifications	Category	Compliance Yes/No	Score for Desirable	Datasheet/ Reference
33.	The solution should automatically build visualizations that show dependency between switches, routers, physical/virtual host, Containers, storages, cluster software, business applications and other entities.	Mandatory			
34.	Software discovery should also include Anti-virus version and update details.	Desirable		1	
35.	The solution should have the capability to detect applications that span from Datacenter and end in a public or a private cloud with interconnection between them.	Desirable		1	
36.	The solution should discover in-depth configuration data such as but not limited to (Asset Type (Physical Server / VM / LPAR / Load Balancer / Network Device / Firewall etc), OEM (for physical device), Machine Serial Number, Host Name, Operating System, OS Version, IP Address, CPU Family, Number of CPUs (Sockets), Cores Per Socket, Total Cores, Memory, Number & Size of Internal Hard disks, RAID Configuration on Internal Hard Disks, File Systems, Standard Software detail (IIS / JBOSS / WAS / Oracle etc), App Tier (Web / App / DB), SAN Storage detail etc).	Mandatory			
37.	The Solution should have capability to provide agentless discovery of IT assets.	Desirable		1	
38.	The solution should maintain the history of configuration changes.	Desirable		1	
39.	The solution should provide facility to map IT assets against Business applications.	Mandatory			
40.	The discovery data should be fully auditable as to where it came from and what the method to retrieve that data was.	Mandatory			
41.	The Discovery solution should come with real-time dashboards that collate and present data that allows the Bank to make decision on consolidation, re-use of infrastructure, detecting infrastructure that has never been used etc.	Mandatory			
42.	The solution should be able to automatically detect standard software's (such as OS, Database,	Mandatory			

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Sr. No.	Technical Specifications	Category	Compliance Yes/No	Score for Desirable	Datasheet/ Reference
	middleware etc.) that are end of support and end of life wherever the information is made available by OEM at their end.				
43.	The solution should be able to automatically detect hardware's that are end of support and end of life, wherever the information is made available by OEM at their end.	Desirable		1	
44.	The solution should be able to automatically detect hardware that are end of Warranty/AMC support based on Procurement/AMC contracts of the Bank with respective vendors.	Mandatory			
45.	The discovery solution should perform Application dependency mapping.	Mandatory			
46.	The solution should be able to do Virtual systems discovery (including Oracle, VMware, Microsoft Hyper-V, Solaris, AIX, etc.).	Mandatory			
47.	It should also support discovery of modern day DevOps platforms such as containers, Docker, AIX WPARs and management solutions such as Kubernetes etc.	Mandatory			
48.	The solution should have one single CMDB. Same should comply with industry standards and should be based on the Common Information Model from the Distributed Management Task Force.	Desirable		1	
49.	The Solution should allow solution administrators to create custom queries on hardware asset information to be retrieved.	Mandatory			
50.	The Solution should provide Scheduler to determine when the inventory scans can be scheduled for specific group of devices at pre-defined intervals.	Mandatory			
51.	The solution should support various discovery protocols based on network range, AD domain, LDAP directory structure, SNMP enabled devices.	Mandatory			
	IT Asset Lifecycle Management				
52.	The solution should be able to provide prior alerts based for assets going EOL / EOS and reports should also be generated accordingly.	Mandatory			
53.	The solution should have the capability to track software license compliance across multiple license types based on number of cores, CPUs, enterprise level, number of users, storage capacity based licenses etc.	Mandatory			

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Sr. No.	Technical Specifications	Category	Compliance Yes/No	Score for Desirable	Datasheet/ Reference
54.	The solution should come with a built-in Software/hardware library that has pre-populated list of software/hardware along with details of their digital signatures and software categorization, hardware configurations.	Desirable		1	
55.	The solution should provide facility to update licensing policies of different OEMs as and when OEM changes the policy.	Mandatory			
56.	The platform should provide a mobile app which can scan the QR codes, Barcodes and displays asset information. The scanner should be inbuilt in self-service app available on mobile.	Desirable		1	
57.	The mobile app should have capability to create and update asset information.	Mandatory			
	IT Service level Management				
58.	Solution should support comprehensive SLA management platform that cuts across Infrastructure Management and Service Management.	Mandatory			
59.	The Solution should Manage service levels for delivery and support of business services.	Mandatory			
60.	Have a consolidated, automated graphical report for SLA compliance with ability to drill down to reason for non-compliance.	Mandatory			
61.	Real-time visualization of service level targets, agreement compliance data, penalties and rewards.	Mandatory			
62.	The service level management tool should facilitate creation and maintenance of SLAs, OLAs and Supplier / Underpinning Contracts For example: scope, supplier, and contact names, contact method, support hours, service level targets.	Mandatory			
63.	The product should have the capability to schedule the review cycle and renewal of SLAs.	Mandatory			
64.	The tool should facilitate the production of Key Performance Indicator (KPI) reports as out-of-the-box or ad hoc reporting.	Desirable		1	
65.	The SLM module should integrate with incident and problem management to automate escalation, and notification activities based on response and resolution targets.	Mandatory			
66.	It should also integrate with change management to provide access to service level agreement details, implementation windows, change blackout periods, and availability requirements.	Mandatory			
	Configuration Management database (CMDB)				
67.	The CMDB should support multiple datasets with federation and reconciliation facilities so as to get data from various discovery tools and also through	Mandatory			

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Sr. No.	Technical Specifications	Category	Compliance Yes/No	Score for Desirable	Datasheet/ Reference
	manual import process.				
68.	Should Provide a Service catalog so as to establish a framework for Service definitions based on IT and business alignment.	Mandatory			
69.	Should Provide Service blueprints to describe functional and deployment models for the Service definitions.	Mandatory			
70.	The CMDB should have built-in drift management capabilities to capture and report on infrastructure drift based on infrastructure attributes like RAM, memory, etc	Mandatory			
71.	The solution must have Bulk import of licensing data which can save time with simultaneous uploading of multiple licensing records.	Mandatory			
	IT Service Management				
72.	Solution should support multi-tenancy with complete data isolation as well as with ability for analysts based on access rights to view data for one, two or more organizational units.	Mandatory			
73.	The tool should integrate with a directory system to enable recording and accessing user records of information with capability to integrate with AD.	Mandatory			
74.	The solution should have a distinctive approach for IT officials, that user see his relevant UI based on his role.	Desirable		1	
75.	The proposed solution should provide the detailed information like employee location, department, phone number, email, all current and past tickets details of user by providing the EIN Number / EMP Name by integrating with Bank Oracle HRMS through API.	Mandatory			
76.	The proposed system should be able to provide industry and ITIL best-practice processes, categorization and templates embedded in tools with chat box facility.	Desirable		1	
77.	The end users should be able to create ticket through modern live chat functionality.	Desirable		1	
78.	Support agents should be equipped with right resources like scripts, relevant Knowledge Base (KBs), similar tickets and information to assist with problem resolution.	Mandatory			
79.	The solution should have feature to auto escalate the service requests / tickets based on aging.	Mandatory			

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Sr. No.	Technical Specifications	Category	Compliance Yes/No	Score for Desirable	Datasheet/ Reference
80.	The solution should have the capability of archiving tickets data for future reference based on defined criteria and create reports on archived data.	Desirable		1	
81.	The solution should provide email-based interactions allowing ticket creation, update and approval of request from the email itself into the system.	Mandatory			
82.	The solution should display relevant KBs, templates, tickets while typing the issue in the change / incident request description.	Mandatory			
83.	The Solution should have the ability to develop highly customized workflows and easy user interface.	Mandatory			
84.	Reporting and dashboards should have Personal based access as per the user role.	Mandatory			
85.	The solution should be open and interoperable and has rich integration capabilities that support interfaces from command line interface and web services.	Desirable		1	
86.	The Solution should support various mechanisms and protocols to interact with third party products such as but not limited to HTTP, HTTPS, Microsoft PowerShell, Scripts, SNMP, SQL, Web Services, SOAP, Command line, Email protocols IMAP, POP, SMTP, restful API's.	Mandatory			
87.	The Solution should provide orchestration capability for automating common tasks across systems	Mandatory			
88.	The Solution should be able to audit and monitor execution of processes and report on violations against the same.	Desirable		1	
89.	For integrations with existing tools (like IBM Tivoli Monitoring (ITM), IBM Netcool, vROPS, Oracle Enterprise Manager (OEM), ENMS EVEREST various options for integration should be provided - APIs, web services, SDKs.	Mandatory			
90.	The service management software should have the ability to tightly integrate (bi-directionally) with enterprise management systems for auto-creation/closing / reporting of events/incidents/trouble tickets.	Mandatory			
91.	User should be able to select the time frame to report on data. This could be monthly, quarterly, and half yearly or custom dates.	Mandatory			
92.	The solution should be robust and scalable with capacity for more than 1000 concurrent users to login simultaneously and future growth.	Mandatory			

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Sr. No.	Technical Specifications	Category	Compliance Yes/No	Score for Desirable	Datasheet/ Reference
93.	Self Service App should provide a snapshot of the day, displaying activities feed with upcoming, pending requests, approvals, unresolved issues, and alerts from systems used in the daily work.	Mandatory			
94.	Should have self-service interface with service catalog for end users to submit and track service request, spanning both IT services and non-IT services.	Mandatory			
95.	Service Catalog must be based on User role – enables access to service request on user role.	Mandatory			
96.	The self-service interface should support knowledge base available to end users self-resolution.	Mandatory			
97.	Users should be able to request for services on behalf of other employees and the system should track the request as if the user requesting for the service has initiated the request.	Mandatory			
Incident and Problem Management					
98.	The solution should allow detailed multiple levels/tiers of categorization on the type of incident being logged for IT/Non IT services.	Mandatory			
99.	The solution should also provide classification to differentiate the criticality of the security incident via the priority levels, severity levels and impact levels.	Mandatory			
100.	It should allow SLA to be associated with a ticket based on priority, severity, incident type, requestor, asset, location or group individually as well as collectively	Mandatory			
101.	It should provide an interactive process flow that guides novice users through the ITIL process for incident management to ensure faster recording and issue resolution.	Desirable		1	
102.	The solution should have the ability to associate an incident with an existing change request, a problem or an known error for tracking purposes	Mandatory			
103.	Solution should raise alert if same incidents / tickets are raised multiple times.	Mandatory			
104.	Solution should also raise alert if multiple incidents / tickets are raised for same asset.	Mandatory			
Change & Release Management					
105.	The solution should be able to create and track a request for change through the different stages of lifecycle of a change request.	Mandatory			
106.	The tool should notify all the users about the scheduled changes/outage and send a reminder to responsible contacts for implementation of change.	Mandatory			

Sr. No.	Technical Specifications	Category	Compliance Yes/No	Score for Desirable	Datasheet/ Reference
107.	It should have the capability to automatically and continually perform impact analysis, risk assessment, and change collision dates detection (for same CI's) on all change requests.	Mandatory			
108.	The tool should facilitate the scheduling of post implementation reviews for implemented changes after defined time interval.	Mandatory			
109.	The tool should facilitate ability of authorized roles to reject changes For example, status of reject, ability to record reason for rejects notification.	Mandatory			
110.	The solution should have Unified and uniform approach to enterprise change and release management across infrastructure, enabling organizations to automate best practices.	Mandatory			
111.	Solution should provide a consolidated view of the tasks that the release management team must perform to drive the completion of the change requests and activities required to close the release.	Mandatory			
112.	Solution should provide Change and Release Calendar views for the current schedule of releases, change requests, and business events for any potential conflicts.	Desirable		1	
113.	There should be an option to raise the query/clarification from the previous levels (including initiator) for any change requests.	Mandatory			
Knowledge Management					
114.	The tool should have knowledge management - knowledge databases to support investigations, diagnoses, root cause analysis techniques, and creating / updating workarounds, temporary fixes and resolutions	Mandatory			
115.	The tool should allow the creation of different access levels (i.e Read only, write, create, and delete) to knowledge management system.	Mandatory			
116.	The tool should allow for the entry of free-form text, images, videos, attachments, etc.	Mandatory			
117.	The tool should automate the population of knowledge records with author and owner data, creation date, as well as any other attributes required by organization.	Mandatory			
118.	The tool to provide knowledge management capabilities by floating the most relevant hits to the top, in order of closest match to search.	Desirable		1	
119.	Ability to create a knowledge article via a fill-in- the-blank form.	Mandatory			

Sr. No.	Technical Specifications	Category	Compliance Yes/No	Score for Desirable	Datasheet/ Reference
120.	Ability to automatically populate a knowledge article into an incident. It should support role-based knowledge items. (I.e. a technical role can access either technical- facing.)	Mandatory			
121.	Ability to manage full life cycle of knowledge articles through administration capabilities (e.g., submission, editing, review, approval, publishing, usage monitoring, etc.)	Mandatory			
122.	Ability to embed Web links, images and objects into knowledge articles (e.g., screenshots, etc.)	Mandatory			
	Orchestrator				
123.	The proposed solution should also include an orchestrator, which facilitates the integration of the proposed OEM products, and create end to end process workflows.	Mandatory			
124.	The proposed solution should have the ability to graphically design process workflows such as automatically triggering a discovery scan, through an ITSM request, or automating a package deployment or patch analysis job, through a self- service request in ITSM solution etc.	Desirable		1	
125.	The proposed solution should have the ability to create Operator initiated change requests i.e., any operation performed via the automation tools for server and network device related patching or configuration, should automatically log a change request in the ITSM tool without any human intervention	Mandatory			
126.	The solution should provide Automation capability in order to free IT from high-volume, routine, repeatable tasks.	Mandatory			
Total of Desirable Score				27	

Signature:

Name of the Authorized Person:

Designation:

(Company Seal)

18. PRE INTEGRITY PACT (ANNEXURE-18)

(To be stamped on Rs.500/- Stamp paper and included in the Technical Bid Envelope)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20____, between, IDBI Bank Ltd., a company within the meaning of Section 2(20) of the Companies Act, 2013 (18 of 2013) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949), with Corporate Identity No. L65190MH2004GOI148838 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai 400005 through its _____ Department/ Office at _____, _____ (hereinafter called the "PRINCIPAL", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part

And

M/s _____ represented by Smt/ Shri _____, MD/ CEO/ CMD (hereinafter called the "BIDDER/ Seller which expression shall mean and include, unless the context otherwise requires, its/ his successors and permitted assigns) of the Second Part.

WHEREAS the PRINCIPAL proposes to procure (_____) and BIDDER/ Seller is willing to offer/ has offered the same to the Principal.

WHEREAS the BIDDER is a private company/ public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the PRINCIPAL is an Office/ Department of IDBI Bank Ltd performing its functions on behalf of IDBI Bank Ltd.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- Enabling the PRINCIPAL to obtain the desired service/ product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the PRINCIPAL

1.1 The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party (which is not available legally) related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The PRINCIPAL will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

1.3 All the officials of the PRINCIPAL will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

3. Commitments of the BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage commission, fees brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement (not available legally) to any official of the PRINCIPAL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with IDBI Bank Ltd for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with IDBI Bank Ltd.

3.3 The BIDDER confirms and declares that they have not made any payments to any agents/ brokers or any other intermediary, in connection with this bid/ contract.

3.4 The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original vendor or service provider in respect of product/ service covered in the bid documents and the BIDDER has not engaged with any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.5 The BIDDER, at the earliest available opportunity, i.e. either while presenting the bid or during pre-contract negotiations and in any case before opening the financial bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PRINCIPAL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of the services agreed upon for such payments.

3.6 The BIDDER will not enter into any undisclosed agreement or collude with other parties interested in the contract/ other BIDDERS to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract or with respect to prices, specifications, certifications, subsidiary contracts etc.

3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice; unfair means and

illegal activities.

3.8 The BIDDER shall not use improperly, for purpose of competition or personal gain or pass on to others, any information provided by the PRINCIPAL as a part of the business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.11 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

3.12 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the PRINCIPAL.

3.13 The BIDDER/ Contractor shall not directly or through any other person or firm use coercive practices against IDBI Bank and/ or other BIDDERS/ Contractor(s).

3.14 BIDDERS are not to pass any information provided by the PRINCIPAL as a part of business relationship to others and not commit any offence under PC/ IPC Act.

3.15 Foreign BIDDERS if any, to disclose name and address of agents and representatives in India and Indian Bidders to disclose their foreign principal or associates.

3.16 BIDDERS to disclose any transgressions with any other company that may impinge on anti-corruption principle.

4. Previous Transgressions

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount (**Rs. 10,00,000/-**) [as Earnest Money/ Security Deposit, with the PRINCIPAL through any of the modes mentioned in the RFP/ bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of IDBI Bank Ltd. However payment of any such amount by way of Bank Guarantee, if so permitted as per bid documents/ RFP should be from any nationalized Bank other than IDBI Bank Ltd and promising payment of the guaranteed sum to the PRINCIPAL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the PRINCIPAL shall be treated as conclusive proof for making such payment to the PRINCIPAL.

5.2 Unless otherwise stipulated in the Bid document/ RFP, the Earnest Money/ Security Deposit shall

be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PRINCIPAL, including warranty period, whichever is later.

5.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the PRINCIPAL to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PRINCIPAL to take all or any one of the following actions, wherever required:

6.1.1 To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the PRINCIPAL desires to drop the entire process.

6.1.2 The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.

6.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

6.1.4 To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PRINCIPAL along with interest.

6.1.5 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation/ rescission and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

6.1.6 To debar the BIDDER from participating in future bidding processes of the PRINCIPAL or any of its subsidiaries for a minimum period of five years, which may be further extended at the discretion of the PRINCIPAL.

6.1.7 To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

6.1.8 Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.1.9 Intimate to the CVC, IBA, RBI, as the PRINCIPAL deemed fit the details of such events for appropriate action by such authorities.

6.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1.1 to 6.1.9 of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offense as defined in Chapter IX of Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the PRINCIPAL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can

approach the Independent External Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/ is not supplying similar product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/ systems or sub systems was supplied by the BIDDER to any other Ministry/ Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the PRINCIPAL, if the contract has already been concluded.

8. Independent External Monitors

8.1 The PRINCIPAL has appointed Independent External Monitors (hereinafter referred to as Monitors or IEMs) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the PRINCIPAL.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the PRINCIPAL including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Sub-contractor(s) with confidentiality.

8.7 The PRINCIPAL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated authority of PRINCIPAL/ Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PRINCIPAL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PRINCIPAL.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to the complete execution of the contract to the satisfaction of the PRINCIPAL and the BIDDER/ Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful bidder by the PRINCIPAL.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____.

IN WITNESS WHEREOF, the Parties have signed and executed this Integrity Pact at the place and date first hereinabove mentioned in the presence of following witness:

Signature
(For & on behalf of the PRINCIPAL)

Signature
(For & on behalf of the BIDDER/ Contractor)

Office Seal
Name
Designation

Office Seal
Name
Designation

Witness 1:
(Name & Address) _____

Witness 2:
(Name & Address) _____

[Provisions of the above clauses would need to be amended/ deleted in line with the policy of the PRINCIPAL in regard to involvement of Indian agents of foreign suppliers].

19. ACCEPTANCE CERTIFICATE (ANNEXURE-19)

(To be submitted by the Successful Bidder on installation, implementation of the IT Operations Management Solution at respective Locations)

Date: _____ (DD/MM/YYYY)

To,
M/s _____

(Name and Address of Successful Bidder)

Dear Sir,

**Reference: RFP for Procurement of IT Operations Management Solution
(REF No: IDBI-Bank/ITD/VMG/RFP/21-22/14 : September 24, 2021)**

Subject: Certificate of Installation and implementation of IT Operations Management Solution.

Purchase Order No:

& Date:

1) This is to certify that the Systems as detailed below have been received along with all the standard and special accessories (subject to remarks in para No.2) in accordance with the Contract/Specifications. The same have been installed and implemented..

- a) Contract No. _____ dated _____
- b) RFP Reference No. _____
- c) Date of Delivery of Equipment _____
- d) Date of implementation/Installation _____

Sr. No.	Description	Quantity	Delivery Location	Delivery Date	Installation Date

2) Details of services not yet supplied and recoveries to be made on that account:

Sr. No.	Description	Amount to be recovered

3) The Vendor has fulfilled his contractual obligations satisfactorily*

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

Or

The Vendor has failed to fulfill his contractual obligations with regard to the following:

- a) _____
- b) _____
- c) _____
- d) _____

4) The amount of recovery on account of non-render of Services /Systems is given under Para No. _____.

5) The amount of recovery on account of failure of the Contractor to meet his contractual obligations is as indicated in endorsement of the letter.

Signature: _____

Name : _____

Designation: _____

Strike out whichever is not applicable.

Explanatory notes for filing up the certificates:

- (a) It has adhered to the time schedule specified in the contract in dispatching / installing the systems / manuals pursuant to Technical Specifications.
- (b) He has supervised the Commissioning of the services in time i.e., within the period specified in the Contract from the date of intimation by the Purchaser in respect of the installation of the system.
- (c) Training of personnel has been done by the Contractor as specified in the Contract.

In the event of Manuals having not been supplied or installation and Commissioning of the Services having been delayed on account of the Contractor, the extent of delay should always be mentioned.

20. DECLARATION OF WARRANTY (ANNEXURE-20)

(To be submitted on letter head by Successful Vendor)

WARRANTY

We warrant and represent that everything to be supplied by us vide IDBI Bank Ltd. Order no dated shall be brand new, free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and quality and consistent with the established and generally accepted standards for material of the type ordered, shall be in full conformity with the specifications, drawing or samples, if any, and shall operate properly. The system Software supplied by us would be under 24 X 7 support. We shall be fully responsible for their efficient operation. This warranty shall survive in spite of non- payment for and acceptance of goods, but shall expire (except in respect of complaints of which the Vendor has been notified prior to such date) after 12 months from the date of completion of the implementation, acceptance and Go-Live of the solution at all sites.

The obligations under the warranty expressed above shall include all costs relating to labour, spares, maintenance (preventive & unscheduled) and transport charges from site to manufacturer's works and back for repair/replacement at site or any part of the equipment which under normal & proper use and maintenance proves defective in design, material or fails to conform to the specifications.

Signature

Name :

Designation :

Company Seal

Place :

Date:

Notes:

1. To be stamped as an indemnity bond in accordance with the local stamp laws at the place of execution.
2. Relevant authorizations to be collected [in case of
 - a. Company - certified copy of the relevant board resolutions, power of attorney, certified copy of the latest memorandum and articles of association be obtained
 - b. Partnership - copy of the partnership deed together with the registration extract evidencing registration of the partnership firm, letter of authorization/mandate from the partnership firm authorizing the execution of documents on behalf of the partnership firm, power of attorney, if any].

21. SERVICE LEVEL AGREEMENT (ANNEXURE-21)

(To be submitted by the Successful Vendor on Rs. 100 stamp paper)

THIS SERVICE LEVEL AGREEMENT (SLA) made at _____ on ____ day of _____ 2021

BETWEEN

IDBI Bank Ltd., a company incorporated and registered under Companies Act, 1956 [1 of 1956] and also a banking company under section 5(c) of the Banking Regulation Act, 1949 (10 of 1949) having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Colaba, Mumbai – 400 005 (hereinafter referred to as "IDBI") (which expression shall unless repugnant to the subject, meaning or context thereof be deemed to mean and include its successors and assigns) of the ONE PART

AND

M/s. _____, hereinafter referred to as the "Vendor / Service Provider (SP)" (which expression shall unless repugnant to the subject, meaning or context thereof be deemed to mean and include its successors and permitted assigns) of the OTHER PART.

Each of the parties mentioned above are hereinafter collectively referred to as "Parties" and individually as a "Party".

WHEREAS IDBI Bank is desirous of, inter alia, Procurement of IT Operations Management Solution

I. The Service level includes the following essential parameters:

- i. The successful bidder shall have to enter into "Service Level Agreement" having all terms and conditions of RFP no. IDBIBank/ITD/VMG/RFP/2020-21/____, dated _____ to maintain uptime and provide the service support and onsite support during the entire contract period.
- ii. Both the bidder and OEM will be totally responsible for the maintenance, configuration and fault free operations of supplied infrastructure i.e. hardware / software and its maintenance during the warranty and post warranty (AMC) period.
- iii. Any technical glitch/ issue in installed infrastructure of the solution (i.e. software, OS/DB etc.) should be attended on priority and should be covered under warranty/AMC.
- iv. The Vendor warrants that the products supplied under the Contract are new, unused, of the most recent or current version and they incorporate all recent improvements in design and / or features.
- v. Defective equipment / parts / software shall be replaced by the Vendor at his own cost, including the cost of transport, if any.
- vi. If any component supplied by the Vendor is inoperative which renders the entire system useless, then it is to be treated as system downtime.
- vii. The bidder has to maintain a guaranteed minimum uptime of 99.50% for all systems/ solutions supplied under this RFP to avoid any business disruption due to breakdown of system or degraded performance impacting business or unavailability of data. The calculation of uptime will be on a Quarterly basis. If the bidder fails to maintain guaranteed uptime on quarterly basis, during the contract period the Bank shall impose Penalties. The uptime will be calculated based on 24/7 excluding the planned downtime on Quarterly basis

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.

- viii. The issue/ break down message may be communicated by the Bank team by way over phone / email/ call logging.
- ix. For penalty calculation, the total time elapsed between the intimation of break down message to the vendor and receipt of rectification message from the bidder will be considered.
- x. During the warranty/ATS period, the penalty will be deducted in quarterly payment.
- xi. If the support services is not provided on 24*7 basis and/or satisfactory services are not provided, the Bank with its discretion may reject the proposal / terminate the contract, without assigning any reason.
- xii. The bidder is required to mandatorily conduct quarterly preventive and breakdown maintenance activities to ensure (without any impact on day to day operations) to maintain uptime of 99.50% uptime on Quarterly basis covering 24*7*365 days.
- xiii. For all issues related to installed solution, RCA (Root Cause Analysis) to be provided by the respective OEM within 3 working days. The delay in submission will lead to penalty.
- xiv. The selected Bidder should undertake to implement the observations / recommendations of the Bank's IS-Audit, Security Audit Team or any other audit conducted by the Bank or external agencies and any escalation in cost on this account will not be accepted by the Bank.
- xv. Penalty for Resolution Time Violation & Downtime during warranty and ATS support period: In case of any breakdown / malfunctioning of components, accessories, system software etc., the relevant defect should be resolved and penalty for any deviation / non- compliance thereof is given below:
- xvi. During the Warranty period, the contract value will be considered as Purchase order value, whereas during AMC period, the contract value will be considered as Annual AMC amount. SLA & Penalty details are given below.

Area	Resolution Time/Period of delay	Penalty
Uptime of the solution for High availability setup (All modules affected)	Uptime % of application calculated on Quarterly basis for each solution.	Penalty shall be applicable in % (as mentioned below) of Quarterly contract value. If the uptime is below 95%, the Bank shall have full right to terminate the contract with the Bidder.
	99.50% Quarterly uptime and above	NA
	99% to 99.49%	1% Penalty of Quarterly Contract value
	98% to 98.99%	3% Penalty of Quarterly Contract value
	97% to 97.99%	5% Penalty of Quarterly Contract value
	96% to 96.99%	7% Penalty of Quarterly Contract value
	95% to 95.99%	9% Penalty of Quarterly Contract value
	Below 95%	10% Penalty of Quarterly Contract value

Application is Completely and/or Partially down (critical modules are affected)	1 hour	In case downtime exceeds resolution time mentioned in SLA, a penalty of 0.5% of the annual contract value shall be levied for each instance.
Application is Partially down (Non-critical modules are affected)	2 hour	In case downtime exceeds resolution time mentioned in SLA, a penalty of 0.5% of the annual contract value shall be levied for each instance.

Uptime: The percentage uptime shall be calculated on Quarterly basis as follows:

(Total contracted mins in a Quarter – downtime Minutes within contracted mins in a Quarter excluding scheduled/planned maintenance time)

$$\text{Uptime (\%)} = \frac{\text{Total contracted mins in a Quarter} - \text{downtime Minutes within contracted mins in a Quarter excluding scheduled/planned maintenance time}}{\text{Total contracted minutes in a Quarter}} \times 100$$

- xvii. The resolution time starts from the time of reporting the request/issue/complain through phone call/email/web based call logging portal or any other mode agreed by the parties.
- xviii. The maximum annual penalty on account of all the above will be 10% of the contract value.
- xix. Vendor to ensure compliance / closure of critical VAPT / APPSEC observations related to implemented solution within 15 days.
- xx. The Bank reserves the right to impose / waive any such penalty.
- xxi. The terms and conditions, Scope of Work and Service Level Expectation of the signed original copy of the RFP no. IDBIBank/ITD/VMG/RFP/2020-21/14, dated _____ submitted by the Vendor with the Purchaser shall be deemed to have been incorporated herein and form an integral part of this Agreement and shall be read in conjunction with this Service Level Agreement.

II. PENALTIES

- i. **Penalty for delay in setup, installation and implementation:** Penalty of 1% per week or part thereof will be applicable on delay of timelines for implementation of the Solution. i.e. 12 weeks from date of PO issuance, subject to a maximum of 10% of Contract value.
- ii. Delay period from the Bank will be excluded from calculation of SLA/ Delivery timelines. Evidence for the same will be provided by the Bidder.
- iii. Overall penalty, due to breach in set-up and implementation timelines, is capped at 10% of the Contract value.
- iv. Penalty due during the warranty / AMC period shall be adjusted against the proceeds of Performance Bank Guarantee (PBG) / EMD / Retention money etc., as may be deemed fit by the Bank.

The Vendor shall strictly adhere the scope of work (SOW) mentioned in the RFP. All other Service Level Expectations, not specifically provided are as per the terms and conditions of the RFP (Ref no _____) dated _____

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month and year first above written.

Signature:

M/s.
.....

Date:

IN THE PRESENCE OF:

1. Signature Name : Address :	2. Signature Name : Address :
---	---

Signed and Delivered by.....

the within named

.....
.....

Date :

IN THE PRESENCE OF:

1. Signature Name : Address :	2. Signature Name : Address :
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22. LIST OF DOCUMENTS TO BE SUBMITTED IN RESPONSE TO THE RFP (ANNEXURE-22)

**Reference: RFP for Procurement of IT Operations Management Solution
(REF No: IDBI-Bank/ITD/VMG/RFP/21-22/14 : September 24, 2021)**

#	Documents to be submitted	Supporting Documents	Submitted (Yes/No)
1.	Copy of NEFT receipt/UTR details (EMD and Bid Cost)	<ul style="list-style-type: none"> • EMD • Bid document fee • MSME Certificate / NSIC / Other Supporting document for waiver for EMD / Bid Fee 	Yes / No
2.	Technical Bid Form	<ul style="list-style-type: none"> • As per Annexure-1 	Yes / No
3.	Eligibility Criteria Compliance (accompanied by all the supporting documents)	<ul style="list-style-type: none"> • As per Annexure-2 	Yes / No
4.	Masked Commercial Bid format along with annexure-4 Price Schedule format	<ul style="list-style-type: none"> • As per Annexure-3 	Yes / No
5.	Power of Attorney as per format provided in RFP (accompanied by certified true copy of Board Resolution)	<ul style="list-style-type: none"> • Certified true copy of Board Resolution • POA as per format at Annexure-5 (If sub delegates the power by the authorized signatory whose nominated by the board) 	Yes / No
6.	Unconditional Acceptance of Terms and Conditions of RFP	<ul style="list-style-type: none"> • As per Annexure-6 	Yes / No
7.	Undertaking Letter from the OEM	<ul style="list-style-type: none"> • As per Annexure-7 	Yes / No
8.	Self-Declarations by Bidder	<ul style="list-style-type: none"> • As per Annexure-8 	Yes / No
9.	Letter for Refund of EMD	<ul style="list-style-type: none"> • As per Annexure-13 	Yes / No
10.	Information Security Certificate	<ul style="list-style-type: none"> • As per Annexure-14 	
11.	Bidder's Profile	<ul style="list-style-type: none"> • As per Annexure-16 • Incorporation Certificate • GST • PAN 	
12.	Technical Compliance Sheet	<ul style="list-style-type: none"> • As per Annexure-17 	Yes / No
13.	Pre-Contract Integrity Pact	<ul style="list-style-type: none"> • As per Annexure-18 	Yes / No
14.	Contact details along with escalation matrix of Central Helpdesk / support center (Bidder and OEM)	<ul style="list-style-type: none"> • Escalation matrix to be submitted 	
15.	Requirement of infra/ hardware/ servers/ database etc. for deployment of proposed framework.	<ul style="list-style-type: none"> • Requirement of infra/ hardware/ servers/ database etc. for deployment of proposed framework. 	
16.	Signed Copy of RFP, Bank's Response to pre-Bid queries and Corrigendum (if any)	<ul style="list-style-type: none"> • Signed copy of RFP (all the pages to be signed). • Signed copy of Bank's Responses, Corrigenda and addenda, if any, to be submitted 	Yes / No

***** END OF RFP DOCUMENT *****

Signature of Bidder Representative
Duly authorized to sign
for and on behalf of the company.